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If you have sold or otherwise transferred all of your Ordinary Shares, please forward this document, together with the accompanying Form of Proxy, at once to the purchaser or transferee or to the stockbroker, banker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee. Such documents should not, however, be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you have sold or transferred only part of your holding of Ordinary Shares, you should retain these documents and contact your stockbroker, bank or other agent through whom the sale or transfer was effected immediately.

This document should be read in conjunction with the accompanying Form of Proxy and the definitions set out in Part VI of this document. The whole of this document should be read and, in particular, your attention is drawn to the letter from the Chairman of Bisichi which is set out in Part I of this document and which contains the unanimous recommendation of the Directors to Shareholders to vote in favour of the Resolution to be proposed at the General Meeting referred to below.

BISICHI MINING PLC

(incorporated in England and Wales with registered number 00112155)

Proposed disposal of 490 ordinary shares in Ezimbokodweni Mining (Proprietary) Ltd and

Notice of General Meeting

The General Meeting to consider the Resolution will be held at the Royal Automobile Club, 89 Pall Mall, London SW1Y 5LP on 3 April 2012 at 11 a.m. The notice convening the General Meeting, is set out on pages 29 to 31 at the end of this document. **The action to be taken in respect of the General Meeting is set out in the letter from the Chairman of Bisichi Mining Plc contained in Part I of this document. Whether or not you intend to be present at the meeting, it is important that you complete, sign and return the Form of Proxy in accordance with the instructions printed thereon to the Company's registrars at Capita Registrars, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible but, in any event, so as to arrive no later than 11 a.m. on 30 March 2012. Alternatively you may submit your proxy online at www.capitashareportal.com. The completion and return of the Form of Proxy will not preclude you from attending the General Meeting and voting in person should you wish to do so.**

If you have any questions about this document or the General Meeting, or are in any doubt as to how to complete the Form of Proxy, please call Capita Registrars' helpline on 0871 664 0300 (Calls cost 10 pence per minute plus network extras). Lines are open Monday to Friday between 9:00 a.m. and 5:00 p.m. (from outside the UK: +44 20 8639 3999). Please note that calls may be monitored or recorded and the representatives cannot provide financial advice or advice on the merits of the Resolution.

For a discussion of certain risk factors which should be taken into account when considering what action you should take in connection with the General Meeting, please see Part II "Risk Factors" of this document.

Certain information in relation to the Group has been incorporated by reference into this document. You should refer to the section of this document headed 'Relevant Documentation'.

Shore Capital, which is authorised and regulated in the UK by the FSA, is acting exclusively for Bisichi and no-one else in connection with the Disposal and will not be responsible to any other person other than Bisichi for providing the protections afforded to its respective clients nor for providing advice in relation to the Disposal or any other transaction, arrangement or other matter referred to in this document.

Date: 16 March 2012

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Publication of this Circular	16 March 2012
Latest time and date for receipt of proxies	11.00 a.m. on 30 March 2012
Voting record date	30 March 2012
General Meeting	11.00 a.m. on 3 April 2012
Estimated date of Completion	15 May 2012
ZAR:GBP of 0.084 (exchange rate as at 14 March 2012)	

RELEVANT INFORMATION

The following sections of the Annual Reports and Accounts are incorporated by reference into this document so as to provide the information required in respect of related party transactions pursuant to paragraph 19 of Annex 1 of the Prospectus Rules (as incorporated by chapter 13 Annex 1R of the Listing Rules):

<i>Information incorporated by reference into this document</i>	<i>Destination of incorporation</i>	<i>Page number in this document</i>
Annual Report and Accounts 2010 (Financial Statements page 49 inclusive) – Note 27 (Related Parties) to the consolidated financial statements of Bisichi for the financial year ended 31 December 2010	Paragraph 6 of Part V	21
Annual Report and Accounts 2009 (Financial Statements pages 48 to 49 inclusive) – Note 26 (Related Parties) to the consolidated financial statements of Bisichi for the financial year ended 31 December 2009	Paragraph 6 of Part V	21
Annual Report and Accounts 2008 (Financial Statements page 48 inclusive) – Note 28 (Related Parties) to the consolidated financial statements of Bisichi for the financial year ended 31 December 2008	Paragraph 6 of Part V	21

Copies of the above documents are available:-

- (1) on the Company's website (www.bisichi.co.uk). Neither the content of the website nor the content of any website accessible from any hyperlinks on the Company's website is incorporated into, or forms part of, this document; and
- (2) as provided in paragraph 12 of Part V of this document.

Any information that is itself incorporated by reference in the above documents is not incorporated by reference in this document.

FORWARD-LOOKING STATEMENTS

This document and the information incorporated by reference includes statements concerning the Continuing Group that are forward-looking in nature. Words such as believe, anticipate, estimate, target, potential, expect, intend, predict, project, could, should, may, will, plan, aim, seek and similar expressions are intended to identify forward-looking statements but are not the exhaustive means of identifying such statements.

Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Continuing Group, or the industry in which the Continuing Group operates, to be materially different from any future results, predictions, forecasts, performance or achievements expressed or implied by such forward-looking statements. Shareholders should be aware that a number of important factors could cause actual results to differ materially from the plans, objectives, expectations, estimates and intentions expressed in such forward-looking statements. These forward-looking statements are further qualified by the risk factors described in the section entitled 'Risk Factors' in Part II of this document.

The forward-looking statements contained in this document and the information incorporated by reference speak only as at the date of this document. Subject to the requirements of the DTRs, the Listing Rules or any other applicable law or regulation, Bisichi undertakes no obligation to publicly release the result of any revisions or updates to any forward-looking statements in this document and the information incorporated by reference that may occur due to any change in the Company's expectations or to reflect events or circumstances after the date of this document and the information incorporated by reference.

Shareholders should note that the contents of these paragraphs relating to forward-looking statements do not qualify the statements made as to sufficiency of working capital in paragraph 9 of Part V.

PART I
LETTER FROM THE CHAIRMAN

Bisichi Mining plc

(Incorporated and registered in England and Wales No. 00112155)

Directors

Michael Heller (*Executive Chairman*)
Andrew Heller (*Managing Director*)
Garrett Casey (*Finance Director*)
Robert Grobler (*Director of Mining*)
Christopher Joll (*Non-Executive Director*)
John Sibbald (*Non-Executive Director*)

Registered Office

30-35 Pall Mall
London
SW1Y 5LP

16 March 2012

Dear Shareholder

**Proposed Disposal
and
Notice of General Meeting**

1. Introduction

Bisichi Mining Plc, a mining company with direct coal mining operations in South Africa, announced on 26 January 2012 that it had conditionally entered into the Disposal Agreement for the sale of its 49 per cent. shareholding in Ezimbokodweni and any claims which it has against Ezimbokodweni to Hasty Shelf Trade and Invest 17 (Proprietary) Limited (“HSTI” or “Purchaser”) for a cash consideration of ZAR 54.2 million.

The proceeds of the Disposal will primarily be used for the repayment of the Intercompany Loan (plus accrued interest) and the further development of the Company’s business, however, at the date of this document, the Company has not identified any specific opportunities.

Due to the level of consideration, the Disposal is classified as a Class 1 Transaction under Chapter 10 of the Listing Rules. As such, the Disposal requires the approval of Shareholders at a General Meeting to be held at the Royal Automobile Club, 89 Pall Mall, London SW1Y 5LP, on 3 April 2012 at 11 a.m. The Notice is set out at the end of this document.

This document sets out the background to, and details of, the Disposal and the Resolution to be proposed at the General Meeting and explains why the Board considers the Disposal to be in the best interests of the Company and its Shareholders as a whole. The Board unanimously recommends that you vote in favour of the Resolution to approve the Disposal, as the Directors intend to do so in respect of their beneficial shareholdings in the Company.

2. Information on Ezimbokodweni

Ezimbokodweni is a South African registered joint venture company in which Bisichi has a 49 per cent. shareholding, with Endulwini Coal Limited (“Endulwini”) holding the remaining 51 per cent.

In 2005 Ezimbokodweni entered into an agreement with BHP Billiton Energy Coal South Africa Limited (“BECSA”) pursuant to which Ezimbokodweni would purchase the prospecting and surface rights of the Pegasus Project, registered under deed of transfer number T80810/89 (as described in paragraph 3 below).

The Pegasus Project, which is currently owned by BECSA, is an undeveloped export quality thermal coal deposit located in the Witbank coalfield of Mpumalanga, South Africa. The reserve is located approximately 40 km from the Company’s existing operations at the Black Wattle Colliery.

The Pegasus Project covers the following areas:

- Mineral Area 2 of the farm Geluk 276, Mpumalanga Province, measuring 919.1 hectares; and
- the surface rights in relation to portion 2 of the farm Geluk 276, Mpumalanga Province, measuring 250 hectares.

The agreement with BECSA was subject to the fulfilment of a number of conditions, including, *inter alia*, consent being granted by the South African Minister of Mineral Resources pursuant to Section 11 of the Mineral and Petroleum Resources Development Act, 28 of 2002 (“MPRDA”).

At the time that Ezimbokodweni first entered into negotiations for the purchase of the Pegasus Project in 2005 (as described in paragraph 3 below) it carried out due diligence and was also provided with information in respect of the Pegasus Project by BECSA. The Company has received only limited information updates on the Pegasus Project since 2005. As a result of the termination of the Original Agreement by BECSA in 2007 (as described in paragraph 3 below), no further due diligence has been carried out by the Company since 2008 and the Board does not believe that any further substantial work has been carried out by BECSA since that time. The latest available information held by the Company dates back to May 2008 and is summarised below.

The Pegasus Project is a shallow coal deposit, comprising three coal seams, making it ideally suited to open cast mining. The site is accessible via a tar road which passes approximately 1km to the west of the reserve. It contains a measured resource of approximately 14.3 million tonnes. The resource is classified as low phosphorous, low sulphur which can be sold both domestically in South Africa and internationally. It has an anticipated life of mine of 8 years. At present BECSA has been granted and holds prospecting and surface rights to the Pegasus Project. Commencement of commercial coal production at the site would be subject, *inter alia*, to a successful application by the owner of the prospecting right for the granting of a Mining Right and accompanying environmental assessment reports. In terms of the BECSA Sale, written consent from the South African Minister of Mineral Resources is required for the transfer of the prospecting right from BECSA to Ezimbokodweni. The BECSA Sale is therefore conditional upon such consent being obtained. The Disposal Agreement is conditional upon the fulfilment of all conditions that the BECSA Sale may be subject to.

Potential Coal Resources

The Pegasus Project is categorised as a measured coal resource based on the average drill spacing, correlation of data provided by drilling results and other technical/geological factors. The following resource statement has been taken from an evaluation of geological data based on boreholes drilled and provided by BECSA completed in May 2008. The evaluation was compiled by Gerhard Mulder, a Member of the Geological Society of South Africa and in accordance with the guidelines set out in the SAMREC Code.

Measured Resource	Area underlain by Coal (m ²)	Average Seam Thickness (m)	Average Raw Coal R.D.	Gross Insitu Tons	Mineable Insitu Tons (10%)	Potential ROM Tons (5%)	Lab Yield	Potential Sales Tons
No. 2 Upper Seam	323,448	1.27	1.63	672,019	604,817	574,576	98%	563,085
No. 2 Lower Seam	1,332,231	4.36	1.50	8,719,652	7,847,686	7,455,302	57%	3,952,055
No. 1 Seam	1,559,475	2.79	1.50	6,526,407	5,873,756	5,580,078	75%	3,892,104
Total				15,918,078	14,326,259	13,609,956		8,407,244

3. Background to and reasons for the Disposal

On 21 April 2005, Ezimbokodweni entered into an agreement with Ingwe Collieries (Pty) Limited, a wholly-owned subsidiary of BECSA, for the purchase of the Pegasus Project (the “Original Agreement”). As a condition of the Original Agreement, Ezimbokodweni was required to produce certain financial guarantees. However, Bisichi’s joint venture partner, Endulwini, was unable to provide its proportion of the guarantees and, as a consequence, the Original Agreement was terminated by BECSA in 2007.

Despite extensive negotiations, the Company was unable to resolve the situation, such that in 2010 the South African Department of Mineral Resources (“DMR”) became involved to facilitate further negotiations between the parties. As a result of the DMR’s intervention a new agreement was entered

into between Bisichi and Endulwini (the “New Agreement”). Under the terms of the New Agreement, one of the two shareholders was required to sell their shareholding to the other with the remaining shareholder subsequently concluding a new contract with BECSA to purchase the Pegasus Project on terms to be agreed by that shareholder. Bisichi agreed to be the shareholder to dispose of its shareholding.

Consequently it was agreed that HSTI rather than Endulwini would purchase the Ezimbokodweni Shares, and in June 2011 the Disposal Agreement was entered into between, *inter alia*, the Company, HSTI and Ezimbokodweni. The consideration for the Disposal is ZAR54.2 million (approximately £4.55 million). The total consideration was derived upon as follows:

- ZAR50 million for Bisichi’s Ezimbokodweni Shares; and
- ZAR4.2 million as a negotiated settlement of the Intercompany Loan (plus accrued interest) of ZAR12.4 million.

The carrying value of the Group’s investment in Ezimbokodweni was approximately £1.8 million at 30 June 2011 (consisting of an outstanding loan to Ezimbokodweni of £1,134,000 and £682,000 representing the cost of its investment) and was included in the Company’s consolidated balance sheet as part of investment in joint ventures within non-current assets. The investment will be written off as a result of the Disposal whilst the Intercompany Loan will be settled by the Company out of the proceeds from the sale, thus reducing investment in joint ventures by £1.8 million.

The consideration of ZAR54.2 million to be received by Bisichi pursuant to the Disposal represents a considerable premium to the current carrying value for the investment and is considered by the Directors to be a very positive outcome for the Company, particularly in light of the management time taken up by the negotiations and mediation process over the last 7 years. Furthermore, the investment in Ezimbokodweni has not generated any income for the Company over that period. The net proceeds from the Disposal, after the repayment of the Intercompany Loan, will strengthen Bisichi’s balance sheet and allow the Company to invest in other future opportunities which have not yet been identified. It is believed that such opportunities will enable the Company to broaden its asset base and provide additional sources of income, thus reducing the Company’s risk profile from the Shareholders’ perspective.

In the absence of any other means by which to extract the Company from Ezimbokodweni and at the same time realising a positive return for the Company, the Board unanimously recommends that Shareholders vote in favour of the Resolution to approve the Disposal.

4. Financial effects of the Disposal on the Group and use of proceeds

The consideration payable to the Company for the sale of its shares in Ezimbokodweni is ZAR54.2 million (£4.55 million) in cash, and the total costs associated with the transaction are estimated to be £208,000.

Ezimbokodweni incurred costs in connection with purchasing and furthering its mining rights in the three years ended 31 December 2008, 2009, 2010 or the six months ended 30 June 2011. However, these costs were all capitalised within current assets and accordingly no income statement is presented.

The Company has never received a dividend from Ezimbokodweni and, as such, the Disposal will increase cash by the level of net proceeds, but will not have any other effect on future cash flows.

The proceeds will be used for the further development of the Company, as yet not identified.

The carrying value of the Group’s investment in Ezimbokodweni was approximately £1.8 million (ZAR 12.4 million) at 30 June 2011 (consisting of an outstanding loan due to Black Wattle, a subsidiary of Bisichi, by Ezimbokodweni of £1,134,000 and £682,000 representing the Company’s cost of its investment) and was included in the Company’s consolidated balance sheet as part of investment in joint ventures within non-current assets. The investment will be written off as a result of the Disposal whilst the Intercompany Loan will be settled by the Company out of the proceeds from the sale, thus reducing investment in joint ventures by £1.8 million.

The accounting profit on the Disposal before tax is estimated to be £2.5 million.

Of the proceeds of ZAR54.2 million, ZAR12.4 million will be paid to Black Wattle in settlement of the Intercompany Loan. This will have no impact on the Group's profit on the transaction (as shown above).

Further financial information on the Group's investment in Ezimbokodweni is shown in Part IV of this document.

5. Principal Terms of the Disposal

Pursuant to the terms of the Disposal Agreement, HSTI will acquire the Sale Equity. The consideration payable to the Company in respect of the sale of the Sale Equity is ZAR54,200,000, payable in cash on the Payment Date.

The Company has effectively assumed liability for all amounts owing by Ezimbokodweni to Black Wattle, the Company's coal mining subsidiary operating in South Africa, thereby absolving Ezimbokodweni from its liability to Black Wattle. The Company has agreed to repay the Intercompany Loan (plus accrued interest) from the proceeds of the Purchase Price.

Under the terms of the Disposal Agreement, the Company will indemnify Ezimbokodweni against any claims which Black Wattle may have against Ezimbokodweni in relation to the Intercompany Loan. As at 31 December 2010, the date of the last audited financial statements of Black Wattle, the Intercompany Loan, amounting to ZAR12,387,534, remained outstanding. Pursuant to the Disposal Agreement, the Purchaser has provided certain warranties and representations in favour of the Company.

Completion of the Disposal Agreement is subject to, amongst other things:

- (a) the passing of the Resolution by Shareholders at the General Meeting on or before 11 April 2012;
- (b) the completion of the BECSA Sale including all conditions that completion of the BECSA Sale is subject to;
- (c) the completion of the Endulwini/HSTI Transaction; and
- (d) all regulatory approvals by the Financial Surveillance Department of the South African Reserve Bank.

The relevant conditions must be fulfilled by 15 May 2012 and as at the date of this document the condition set out in sub-paragraph (c) above has been fulfilled.

Pursuant to the terms of the Disposal Agreement there will be an approximate 30 day period between the transfer of the Ezimbokodweni Shares to HSTI, and the subsequent payment of the Purchase Price. Therefore, as security for payment of the Purchase Price by the Purchaser and the performance of the Purchaser's obligations under the Disposal Agreement, the HSTI Parties and the Purchaser have provided the Pledges (comprising a pledge and cession of certain shares and related claims which are more fully described in paragraphs 7.1(b) and (c) of Part V of this document) in favour of the Company.

A summary of the principal terms of the Disposal Agreement are set out in more detail in Part III of this document.

6. Current trading and prospects of the Company and Continuing Group

On 13 March 2012 the Company released an interim management statement, which included the following statements:

"In 2012, to date the mine has maintained the average monthly production of 135,000 tonnes which it achieved in the second half of 2011.

The demand for Black Wattle's output continues to remain strong in both the domestic and export market. Price increases for the first quarter of 2012 have been achieved in most of our domestic markets. Coal stockpile levels on the mine remain low and costs are in line with expectations.

As previously announced on 27 January 2012, we are pleased to report that Black Wattle has been approved an allocation of 87,500 tonnes of export tonnage at Richards Bay Coal Terminal. The allocation will allow Black Wattle direct access to the coal export market.

In addition, income from Bisichi's UK property portfolio remains steady, with no significant change."

7. Further Information

Your attention is drawn to the risk factors set out in Part II of this document and the additional information set out in Part V of this document. Shareholders should read the whole of this document and not rely solely on the summarised information of this letter.

8. General Meeting

As noted above, Completion is conditional upon (*inter alia*) the approval of the Company's Shareholders being obtained at the General Meeting. Accordingly, set out at the end of this document is a notice convening a General Meeting to be held at the Royal Automobile Club, 89 Pall Mall, London SW1Y 5LP on 3 April 2012 at 11 a.m. at which the Resolution will be proposed to approve the Disposal on the terms set out in this document. On 14 March 2012 the Company announced that the General Meeting was to be held at the Royal Automobile Club, 89 Pall Mall, London SW1Y 5LP, on 30 March 2012 at 11a.m. As noted above the General Meeting is now to be held at the same venue but on 3 April 2012 at 11a.m., the change is as a result of a delay in publication of this document.

9. Action to be Taken

You will find enclosed with this document a Form of Proxy for use at the General Meeting. Whether or not you propose to attend the General Meeting in person, it is important that you complete and sign the enclosed Form of Proxy in accordance with the instructions printed thereon and return it to the Company's Registrars, Capita Registrars at PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU by no later than 11 a.m. on 30 March 2012. Alternatively you may submit your proxy online at www.capitashareportal.com. The completion and return of a proxy will not preclude you from attending the General Meeting and voting in person should you so wish.

10. Recommendation

In the Board's opinion, the Disposal is in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board unanimously recommends that Shareholders vote in favour of the Resolution set out in the Notice, as each Director intends to do in respect of his own holdings of Ordinary Shares (of which he holds legal title) which amounts to 856,753 Ordinary Shares as at 14 March 2012 (being the last practicable date before the publication of this document), representing approximately 8.11 per cent. of the existing issued share capital of the Company. In addition, certain other Shareholders holding in aggregate 4,432,618 Ordinary Shares as at 14 March 2012 (being the latest practicable date before the publication of this document), representing approximately 41.99 per cent. of the existing issued share capital of the Company, have irrevocably undertaken to vote in favour of the Resolution.

Yours faithfully

Michael Heller
Executive Chairman

PART II

RISK FACTORS

Prior to making any decision to vote in favour of the proposed Resolution at the General Meeting, Shareholders should carefully consider, together with all other information contained in this document, the specific factors and risks described below. The Board considers the following to be the known material risk factors relating to the Disposal for Shareholders to consider.

The risks described below relate only to the Disposal. They do not comprise any of the risks associated with Bisichi and/or Ezimbokodweni or the industries in which Bisichi and/or Ezimbokodweni operate, for which there are multiple risks that have not been disclosed below. The risks set out below are not set out in any particular order of priority.

There may be other risks of which the Board is not aware or which it believes to be immaterial which may, in the future, be connected to the Disposal and have an adverse effect on the business, financial condition, results of operations or future prospects of the Continuing Group after the Disposal.

Risks Related to the Disposal

Loss of diversification

Following the Disposal, any benefit from the diversification of production which the Continuing Group historically expected to receive through its investment in Ezimbokodweni will no longer be possible since the Company will not be developing the Pegasus coal reserve in South Africa.

Potential costs as a result of the proposed Disposal (Indemnities and Warranties)

The Disposal Agreement contains warranties and indemnities given by the Company as set out in more detail in Part III of this document. These warranties and indemnities could cause the Company to incur liabilities and obligations to make payments which would not have arisen but for the proposed Disposal. The warranties and indemnities provided in the Disposal Agreement by each party do not have any financial caps or time limits. If the Continuing Group incurs such liabilities, this may have an adverse effect on the Continuing Group's business, financial condition and results of operations.

The Company will have foreign exchange risk related to the Purchase Price for the proposed Disposal

The Company presents its financial statements in Pounds Sterling. The transaction value for the proposed Disposal will be in South African Rand. The Continuing Group is therefore exposed to movements in exchange rates between the Pound Sterling and the South African Rand as initially the Purchase Price will be recorded in South African Rand and then translated into Pounds Sterling.

Satisfaction of conditions precedent to completion

Completion of the proposed Disposal is also subject to completion of the BECSA Sale and the Endulwini/HSTI Transaction in addition to approval of Shareholders.

Consequently, even if the proposed Disposal is approved by Shareholders at the General Meeting there is no certainty that the transaction will complete. If the conditions are not satisfied and the Disposal does not proceed, the Group will be required to meet its accrued costs in respect of the aborted Disposal.

Any delay in Completion could diminish the anticipated benefits of the proposed Disposal or result in additional transaction costs or other effects associated with uncertainty about the proposed Disposal.

Inability to realise value if the Disposal does not complete

The Board is of the opinion that the Disposal is in the best interests of Shareholders as a whole and the Directors believe that the Disposal currently provides the best opportunity to realise value from the Group's investment in Ezimbokodweni. Accordingly, if the Disposal does not complete, the Group and consequently Shareholders, would be deprived, for the time being, of the opportunity to realise value from its investment.

Potential future value accretion of the Ezimbokodweni Shares

The Board is of the opinion that the Disposal is in the best interest of Shareholders as a whole, and the consideration is at a considerable premium to the current carrying value for the investment in Ezimbokodweni. However there is a risk that the potential future value of Ezimbokodweni is in excess of the consideration.

PART III

PRINCIPAL TERMS OF THE DISPOSAL

1. Document and Parties

The Disposal Agreement was entered into on 24 June 2011 between the Company (1), the Purchaser (2), the Ramaite Trust (3), Khumalo (4), Ramaite (5), Endulwini (6) and Ezimbokodweni (7). Under the terms of the Disposal Agreement, the Purchaser has conditionally agreed to acquire the Sale Equity.

2. Purchase Price and Payment

The consideration payable by the Purchaser to the Company in respect of the Sale Equity is ZAR54,200,000 and is payable on the Payment Date in cash without set-off or deduction.

Pursuant to the terms of the Disposal Agreement there will be an approximate 30 day period between the transfer of the Ezimbokodweni Shares to HSTI, and the subsequent payment of the Purchase Price. Therefore, as security for payment of the Purchase Price by the Purchaser and the performance of the Purchaser's obligations under the Disposal Agreement, the HSTI Parties and the Purchaser have provided the Pledges (comprising a pledge and cession of certain shares and related claims which are more fully described in paragraphs 7.1(b) and (c) of Part V of this document) in favour of the Company.

3. Conditions

3.1 Completion of the Disposal Agreement is subject to certain conditions being satisfied including, *inter alia*, the following conditions:-

- (i) the completion of the BECSA Sale including all conditions that completion of the BECSA Sale is subject to;
- (ii) the completion of the Endulwini/HSTI Transaction;
- (iii) the approval by the Financial Surveillance Department of the South African Reserve Bank, insofar as such approval may be legally required, in order to permit the conclusion and/or implementation of the Disposal Agreement, such approval and the cost thereof, is the responsibility of the Company, such approval has been obtained; and
- (iv) the completion of the Pledges.

3.2 Completion will take place following the satisfaction of the conditions. As at the date of this document the conditions set out in sub-paragraphs (iii) above have been fulfilled. Completion is currently expected to occur on or around 15 May 2012.

4. Representations, Warranties and Indemnities

4.1 The Disposal Agreement contains warranties by the Company in favour of the Purchaser including, but not limited to, the following:-

- (a) that the Company is the sole registered owner of the Sale Equity and entitled to dispose of same subject to the waiver by Endulwini of its pre-emptive rights; and
- (b) the Company has full power and authority to enter into the Disposal Agreement and to perform the obligations contemplated therein and once executed, the Disposal Agreement will constitute a binding obligation on the Company in accordance with its terms.

4.2 The Disposal Agreement contains an indemnity by the Company in favour of Ezimbokodweni, against any claims which Black Wattle may have against Ezimbokodweni. As at 31 December 2010, the last audited financial statements of Black Wattle, these claims, being the representing Intercompany Loan, amounted to ZAR12,387,534.

4.3 The Disposal Agreement also contains certain warranties by the HSTI Guarantors in favour of the Company including, but not limited to:-

- (a) the only business of the Purchaser will comprise its holding of the Sale Equity, and apart from liabilities in respect of its compliance with statutory obligations, it will have no liabilities or contingent liabilities apart from its liability to the Company in terms of the Disposal Agreement;
- (b) no person has any right to obtain an order for the rectification of the register of members of the Purchaser, and such register contains a true, accurate and complete record of all existing members of Ezimbokodweni, being the HSTI Shareholders and the HSTI Guarantors have no knowledge of any application or intended application for such rectification;
- (c) the Purchaser is not bound by any contracts which are material, other than the Disposal Agreement and the Endulwini/HSTI Transaction;
- (d) the Purchaser has full power and authority to enter into the Disposal Agreement and to perform the obligations therein which constitutes a binding obligation on the Purchaser in accordance with its terms;
- (e) the HSTI Shareholders have full power and authority to enter into the Disposal Agreement and to perform the obligations contemplated therein which constitutes a binding obligation on the HSTI Shareholders in accordance with its terms;
- (f) on the Effective Date and after implementation by Ezimbokodweni of the BECSA Sale, Ezimbokodweni will have no further liabilities of any material nature apart from:-
 - (i) its liability to BECSA in respect of the BECSA Purchase Price; and
 - (ii) its liability, if any, in terms of the BECSA Guarantee Claims, which will be ceded to Bisichi in terms of the Pledges;
- (g) until payment of the consideration to the Company, no further shares in the share capital of Ezimbokodweni or the Purchaser will be issued; and
- (h) until the fulfilment of the conditions as set out in paragraph 3.1 above Ezimbokodweni will not enter into any contracts and/or other transactions, apart from the BECSA Sale and the Endulwini/HSTI Transaction.

5. Suretyship by HSTI Parties

- 5.1 The HSTI Parties bind themselves in favour of the Company as sureties for and co-principal debtors in solidum with the Purchaser for the due and punctual payment of the Purchase Price by the Purchaser to the Company and the performance by the Purchaser of all its obligations in terms of the Disposal Agreement, and for any damages which the Company may suffer arising from any breach by the Purchaser of any of its obligations.
- 5.2 As security for their obligations, the HSTI Shareholders will execute and implement the HSTI Parties' Pledge as a condition of the Disposal Agreement.

6. Governing Law

The Disposal Agreement is governed by the laws of the Republic of South Africa.

PART IV

FINANCIAL INFORMATION

Nature of financial information on the Company's investment in Ezimbokodweni

The following financial information relating to the Company's investment in Ezimbokodweni has been extracted without material adjustment from the consolidation schedules that underlie the audited consolidated accounts of the Company for the three years ended 31 December 2008, 2009, 2010 and the unaudited half yearly financial report of the Company for the six months ended 30 June 2011 which have been prepared in accordance with International Financial Reporting Standards as adopted in the EU (IFRS).

The financial information the Company's investment in Ezimbokodweni for the three years ended 31 December 2008, 2009, 2010 and for the six months ended 30 June 2011 has been prepared in accordance with the accounting policies set out in the Company's Annual Report and Accounts for the year ended 31 December 2010.

The financial information contained in this Part IV does not constitute statutory accounts within the meaning of Section 441 of the Act. The consolidated statutory accounts for the Company for the year ended 31 December 2010 have been delivered to the Registrar of Companies and the auditors' report in respect of the statutory accounts were unqualified. The Company's auditors for the year ended 31 December 2010 were PKF (UK) LLP.

Income statement

Ezimbokodweni incurred costs in connection with purchasing and furthering its mining rights in the three years ended 31 December 2008, 2009, 2010 or the six months ended 30 June 2011. However, these costs were all capitalised within current assets and accordingly no income statement is presented.

Statement of net assets

Ezimbokodweni was included in the Company's consolidated balance sheet as part of "Investment in joint ventures" within non-current assets. The amount attributable to the Company's investment at 31 December 2010 and 30 June 2011 was as follows:

	<i>31 December 2010</i>	<i>30 June 2011</i>
	<i>£000</i>	<i>£000</i>
Investment in joint venture	<u>1,885</u>	<u>1,816</u>

Unaudited pro forma statement of net assets for the Continuing Group

Set out below is an unaudited pro forma statement of net assets for the Continuing Group, showing the effect of the Disposal. The unaudited pro forma statement of net assets is based on the unaudited consolidated half yearly financial report of the Company as at 30 June 2011 adjusted as described in the notes set out below. The unaudited pro forma statement has been prepared to illustrate how the consolidated net assets of the Company might have been affected by the Disposal, had it taken place as at that date.

The unaudited pro forma statement has been prepared for illustrative purposes only. It addresses a hypothetical situation and does not, therefore, represent the Continuing Group's actual financial position or results.

	Company at 30 June 2011 see note 1 below) £000	Adjustments Net assets disposed of see note 2 below) £000	Gross Proceeds see note 3 below) £000	Cost of the disposals (see note 4 below) £000	Adjusted pro forma continuing group £000
ASSETS					
Non current assets					
Value of investment properties attributable to the Group	12,110	—	—	—	12,110
Fair value of head leases	227	—	—	—	227
Property	12,337	—	—	—	12,337
Reserves, plant and equipment	9,285	—	—	—	9,285
Investment in joint ventures	4,425	(1,816)	—	—	2,609
Other investments	150	—	—	—	150
Total non-current assets	26,197	(1,816)	—	—	24,381
Current assets					
Inventories	811	—	—	—	811
Trade and other receivables	4,620	—	—	—	4,620
Corporation tax recoverable	55	—	—	—	55
Held for trading investments	899	—	—	—	899
Cash and cash equivalents	4,848	—	4,553	(208)	9,193
Total current assets	11,233	—	4,553	(208)	15,578
TOTAL ASSETS	37,430	(1,816)	4,553	(208)	39,959
LIABILITIES					
Current liabilities					
Borrowings	(3,087)	—	—	—	(3,087)
Trade and other payables	(9,352)	—	—	—	(9,352)
Current tax liabilities	(409)	—	—	—	(409)
Total current liabilities	(12,848)	—	—	—	(12,848)
Non-current liabilities					
Borrowings	(5,209)	—	—	—	(5,209)
Provision for rehabilitation	(1,038)	—	—	—	(1,038)
Finance lease liabilities	(227)	—	—	—	(227)
Deferred tax liabilities	(1,546)	—	—	—	(1,546)
Total non-current liabilities	(8,020)	—	—	—	(8,020)
TOTAL LIABILITIES	(20,868)	—	—	—	(20,868)
NET ASSETS	16,562	(1,816)	4,553	(208)	19,091

Notes:

1. The consolidated net assets of the Company have been extracted, without material adjustment, from the unaudited half yearly financial report for the six months to 30 June 2011.
2. The net assets being disposed have been extracted, without material adjustment, from the consolidation schedules that underlie the unaudited consolidated half yearly financial report for the six months to 30 June 2011. The net assets at 30 June 2011 of £1,816,000 comprise an outstanding loan due to Black Wattle by Ezimbokodweni of £1,134,000 and the Company's cost of its investment in Ezimbokodweni of £682,000.
3. Gross proceeds reflect the sale proceeds of ZAR54.2 million (translated at ZAR1:£0.084).
4. The total costs associated with the transaction are estimated to be £208,000.
5. The illustrative pro forma statement of net assets does not take account of any trading or cash flows since 30 June 2011.

Report on Pro forma financial information

The Directors
Bisichi Mining PLC
30-35 Pall Mall
London
SW1Y 5LP

and

Shore Capital and Corporate Limited
Bond Street House
14 Clifford Street
London W1S 4JU

16 March 2012

Dear Sirs

BISICHI MINING PLC (“THE COMPANY”)

We report on the pro forma financial information (the “Pro forma financial information”) set out in Part IV of the Class 1 circular dated 16 March 2012 (the “Circular”), which has been prepared on the basis described in notes 1 to 4, for illustrative purposes only, to provide information about how the transaction might have affected the financial information presented on the basis of the accounting policies adopted by the Company in preparing the financial statements for the period ended 30 June 2011. This report is required by Annex I item 20.2 of Commission Regulation (EC) No 809/2004 (the “Prospectus Directive Regulation”) as applied by Listing Rule 13.3.3R and is given for the purpose of complying with that requirement and for no other purpose.

Responsibilities

It is the responsibility of the directors of the Company (the “Directors”) to prepare the Pro forma financial information in accordance with Annex I item 20.2 and Annex II items 1 to 6 of the Prospectus Directive Regulation as applied by Listing Rule 13.3.3R.

It is our responsibility to form an opinion, in accordance with Annex I item 20.2 of the Prospectus Directive Regulation, as to the proper compilation of the Pro forma financial information and to report that opinion to you in accordance with Annex II item 7 of the Prospectus Directive Regulation as applied by Listing Rule 13.3.3R.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and which we may have to Shareholders as a result of the inclusion of this report in the Circular, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in accordance with this report or our statement, required by and given solely for the purposes of complying with Listing Rule 13.4.1R(6), consenting to its inclusion in the Circular.

In providing this opinion we are not updating or refreshing any reports or opinions previously made by us on any financial information used in the compilation of the Pro forma financial information, nor do we accept responsibility for such reports or opinions beyond that owed to those to whom those reports or opinions were addressed by us at the dates of their issue.

Basis of Opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information,

consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Pro forma financial information with the Directors.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Pro forma financial information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of the Company.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in jurisdictions outside the United Kingdom, including the United States of America, and accordingly should not be relied upon as if it had been carried out in accordance with those standards or practices.

Opinion

In our opinion:

- a) the Pro forma financial information has been properly compiled on the basis stated; and
- b) such basis is consistent with the accounting policies of the Company.

Yours faithfully

PKF (UK) LLP

PKF (UK) LLP | Farringdon Place | 20 Farringdon Road | London | EC1M 3AP | DX 479 London/Chancery Lane

PKF (UK) LLP is a limited liability partnership registered in England and Wales with registered number OC310487. A list of members' names is open to inspection at Farringdon Place, 20 Farringdon Road, London EC1M 3AP, the principal place of business and registered office. PKF (UK) LLP is authorised and regulated by the Financial Services Authority for investment business activities. PKF (UK) LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

PART V

ADDITIONAL INFORMATION

1. Responsibility

The Directors, whose names appear on page 6 of this document, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Incorporation and registered office

- 2.1 The Company is domiciled in England and was incorporated and registered in England and Wales under the Companies (Consolidation) Act 1908 on 13 October 1910 as a private limited company with the name of The Bisichi Tin Company (Nigeria) Limited, and with registered number 00112155. On 1 July 1969, the name of the Company was changed to Bisichi Tin Company Limited and subsequently, on 25 March 1982 it was re-registered as a public company limited by shares with the name Bisichi Tin Company Plc. On 4 July 1988, the name of the Company was changed to Bisichi Mining Plc.
- 2.2 The registered office of the Company is 30-35 Pall Mall, London SW1Y 5LP, United Kingdom (telephone: 020 7415 5030).
- 2.3 The principal legislation under which the Company operates is the law of England and Wales.

3. Directors' and Senior Management's Interests

- 3.1 As at 14 March 2012 (being the latest practicable date prior to the publication of this document), the interests of the Directors and Senior Management (all of which are beneficial unless otherwise stated), which are known by the Directors or could with reasonable due diligence be ascertained by them, are as follows:

<i>Directors and Senior Management</i>	<i>Number of Ordinary Shares</i>	<i>% of issued share capital of the Company</i>
Michael Heller ³	330,117 ¹	3.13
Andrew Heller ³	785,012 ²	7.44
Garrett Casey	—	—
Robert Grobler	—	—
Christopher Joll	—	—
John Sibbald	—	—
Luis Pinel	—	—

1 106,666 Ordinary Shares are held through a nominee account (80,000 of these Michael Heller is interested in by virtue of his interest as a potential beneficiary in a discretionary trust), 48,000 Ordinary Shares are held by South Yorkshire Property Trust Limited of which Michael Heller is a shareholder and 53,334 Ordinary Shares are held by London & South Yorkshire Securities Limited of which Michael Heller is a shareholder.

2 151,710 Ordinary Shares are held in a self invested pension plan for the benefit of Andrew Heller.

3 In addition, the Heller family has a controlling share in LAP. LAP is a substantial shareholder in the Company, further details of which are set out in paragraph 5 of this Part V.

As at 14 March 2012 (being the latest practicable date prior to the publication of this document), the Directors and Senior Management held the following interests in Ordinary Shares under the Company's share plans:

<i>Director</i>	<i>Company Share Plan</i>	<i>No. of Ordinary Shares</i>	<i>Exercise Date</i>	<i>Expiry Date</i>	<i>Exercise Price</i>	<i>% of issued share capital of the Company</i>
Andrew Heller	First Scheme	233,000	30 September 2005	29 September 2012	34p	2.2
Andrew Heller	Second Scheme	80,000	24 September 2007	23 September 2014	149p	0.7
Andrew Heller	2006 Scheme	275,000	4 October 2009	3 October 2016	237.5p	2.6
Garrett Casey	2010 Scheme	80,000	31 August 2013	30 August 2020	202.5p	0.7

4. Directors' Service Contracts

Save for the service contracts described below, there are no existing or proposed service contracts between any Director and the Company and its subsidiary undertakings.

4.1 Executive Directors

(a) Michael Heller

On 8 November 1972, Michael Heller entered into a service agreement with the Company under the terms of which he agreed to act as Executive Chairman of the Company with effect from 8 November 1972 for a current remuneration package of £75,000 per annum and reimbursement of all expenses incurred. The service agreement may be terminated by the Company giving not less than 6 month's notice in writing, and by Mr Heller giving not less than 1 month's notice in writing. The service agreement makes no provision for any termination benefits.

(b) Andrew Heller

On 14 January 1994, Andrew Heller entered into a service agreement with the Company under the terms of which he agreed to act as Managing Director of the Company with effect from 6 January 1994 for a current remuneration package of £350,000 per annum, to be reviewed annually by the Board and reimbursement of all reasonably incurred expenses. Mr Heller is entitled to participate in the Company's pension scheme and private medical insurance scheme. The service agreement may be terminated by either party giving not less than 3 month's notice in writing. The service agreement makes no provision for any termination benefits.

(c) Garrett Casey

On 14 March 2008, Garrett Casey entered into a service agreement with the Company under the terms of which he agreed to act as Finance Director of the Company with effect from 1 April 2008 for a current remuneration package of £115,000 per annum, to be reviewed annually by the Board. Mr Casey is entitled to participate in the Company's pension scheme and private medical insurance scheme. The service agreement may be terminated by either party giving not less than 2 month's notice in writing. The service agreement makes no provision for any termination benefits. The service agreement contains non-compete, non solicitation and non-dealing restrictions for 3 months following termination.

(d) Robert Grobler

On 23 May 2008, Robert Grobler entered into a service agreement with the Company under the terms of which he agreed to act as an executive director of the Company with effect from 22 April 2008 for a current remuneration package of £184,000 per annum and reimbursement of all reasonably incurred expenses. The service agreement may be terminated by either party giving not less than 3 month's notice in writing. The service agreement makes no provisions for any termination benefits.

4.2 *Non-Executive Directors*

(a) *Christopher Joll*

On 2 February 2001, Christopher Joll entered into a letter of appointment with the Company effective from 1 February 2001 under the terms of which he agreed to act as a non-executive director for a current fee of £25,000 per annum and reimbursement of all reasonably incurred expenses. The letter of appointment is terminable at any time by either party giving 3 month's prior written notice. The letter of appointment makes no provisions for any termination benefits.

(b) *John Sibbald*

On 20 October 1988, John Sibbald entered into a letter of appointment with the Company effective from 20 October 1988 under the terms of which he agreed to act as a non-executive director for a fee of £2,000 per annum and reimbursement of all reasonably incurred expenses. Mr Sibbald is entitled to participate in the Company's private patients plan. The letter of appointment is terminable at any time by either party giving 3 month's prior written notice. The letter of appointment makes no provisions for any termination benefits.

5. **Major Shareholders**

- 5.1 As at 14 March 2012 (being the latest practicable date prior to the publication of this document), the Company is not aware of any persons (other than the Directors and Senior Managers) who, directly or indirectly, has an interest representing 3 per cent. or more of the issued Ordinary Share capital of the Company or voting rights (being the level notifiable under the securities law of the Company's national law):

<i>Shareholder</i>	<i>Number of Ordinary Shares</i>	<i>% of issued share capital of the Company</i>
London & Associated Properties PLC	4,432,618 ¹	41.99
Cavendish Asset Management	516,250 ²	4.89
Cavendish Opportunities Fund	420,000 ³	3.98
Neil Kirton	340,000 ⁴	3.22

1 Mr M Heller is a director and shareholder of London & Associated Properties Plc

2 516,250 Ordinary Shares are held by a nominee on behalf of Cavendish Asset Management

3 420,000 Ordinary Shares are held by a nominee on behalf of Cavendish Opportunities Fund

4 280,000 Ordinary Shares are held by a nominee on behalf of Mr Kirton

6. **Related Party Transactions**

- 6.1 Save as disclosed in: (i) the Company's annual reports for the year ended 31 December 2010 (at page 49); (ii) the Company's unaudited interim financial statements for the six months ended 30 June 2011; and (iii) as set out in paragraph 6.2 below, there are no related party transactions that were entered into by the Company during the period covered by the historical information contained in Part IV of this document and up to 14 March 2012 (being the last practicable date prior to the date of this document).
- 6.2 During the financial year ending 31 December 2011 an amount of £275,000 has accrued for management fees payable to LAP, a Shareholder. On 16 September 2011 the Company paid LAP £240,000 in relation to outstanding fees accrued during the financial year ending 31 December 2010.

7. **Material contracts**

7.1 *Continuing Group*

The following contracts, not being contracts entered into in the ordinary course of business, which (i) are or may be material and have been entered into by the Continuing Group within the two years immediately preceding the date of this document or (ii) have been entered into by the Continuing

Group at anytime before the date of this document where those contracts contain provisions under which the Continuing Group has an obligation or entitlement which is or maybe material to the Continuing Group.

(a) *Disposal Agreement*

The principle terms of the Disposal Agreement are set out in Part III of this document.

(b) *HSTI Pledge*

A pledge and cession of shares and claims dated 24 June 2011 between HSTI (1), the Company (2) and Ezimbokodweni (3) pursuant to which HSTI agreed to pledge the Ezimbokodweni Shares and cede in securitatem debiti (cession of a claim as security for a debt) the Sale Equity to the Company, as security for the due performance of HSTI's obligations pursuant to the Disposal Agreement.

(c) *HSTI Parties' Pledge*

A pledge and cession of shares and claims dated 24 June 2011 between the HSTI Shareholders (1), Ramaite (2), Xantium 437 (Proprietary) Limited (3), HSTI (4), the Company (5) and Ezimbokodweni (6) pursuant to which the HSTI Shareholders pledged and ceded their shareholding in HSTI to the Company and the HSTI Parties and Xantium 437 (Proprietary) Limited ceded their claims against HSTI and Ezimbokodweni to the Company, as security for the due performance of HSTI's obligations pursuant to the Disposal Agreement.

(d) *Relationship Agreement*

The Company entered into a relationship agreement with LAP dated 15 September 2005, to govern the relationship between the Company and LAP, which includes, amongst other matters, provisions intended to ensure that the Company will be able to operate independently of LAP as a Shareholder for so long as it and its associates together are controlling shareholders (as defined by the Listing Rules) of the Company. LAP agrees, as far as it is able to, as a Shareholder to, *inter alia*:

- (i) procure that the Company is not prevented from carrying on its business independently of it and its associates;
- (ii) procure that all transactions and relationships between the Company and itself, and its associates, will be entered into on arm's length terms and on a normal commercial basis; and
- (iii) procure that the voting rights attaching to the Ordinary Shares owned by it are exercised at all times to ensure independence of the Board.

(e) *Joint Venture Agreement*

The Company entered into a joint venture agreement dated 31 January 2007 with Dragon Retail Properties Limited ("Dragon Retail") and LAP pursuant to which, LAP and the Company govern their relationship in Dragon Retail, a joint venture owned equally by the Company and LAP. The joint venture agreement sets out, among other things, each parties right to equal board representation, financing and sharing of profits and losses in Dragon Retail.

(f) *Black Wattle Mining Right*

Mining rights MP 30/5/1/2/2/21 and MP 30/5/1/2/2/22 dated 23 November 2009 granted to Black Wattle to mine coal. The mining rights are in respect of the remaining extent of portion 2 of the farm Uitkyk 290 JS, the remaining extent of portion 27 of the farm Middelburg town and Towlands 287JS, portions 4,14,27 and portion of the Mineral Area 1 (a portion of portion 3) of the farm Vaalbank 289 JS situated in the magisterial district of Middelburg in Mpumalanga province, for an area of 1,019.8124 hectares.

(g) *Subscription and Shareholders' Agreement*

A Subscription and Shareholders' Agreement dated 12 November 2008 (as amended 10 July 2009 and 13 May 2010) between Bisichi Mining (Exploration) Limited, a wholly owned subsidiary of the Company (1), Vunani Mining (Pty) Limited ("Vunani Mining") (2), Neosho Trading 106 (Proprietary) Limited (3), and Black Wattle (4) pursuant to which Vunani Mining purchased 37.5 per cent. shareholding in Black Wattle by way of a subscription for shares. The agreement also set out the relationship between the Company and Vunani Mining as shareholders of Black Wattle.

7.2 *Ezimbokodweni Shares and Ezimbokodweni Claims*

The following contracts, not being contracts entered into in the ordinary course of business, which (i) are or may be material and have been entered into in relation to the Ezimbokodweni Shares and Ezimbokodweni Claims by members of the Continuing Group within the two years immediately preceding the date of this document or (ii) have been entered into by any member of the Continuing Group at anytime before the date of this document where those contracts contain provisions under which any member of the Continuing Group has an obligation or entitlement which is or maybe material in relation to the Ezimbokodweni Shares and Ezimbokodweni Claims.

(a) *Disposal Agreement*

The principle terms of the Disposal Agreement are set out in Part III of this document.

(b) *HSTI Pledge*

The principle terms of the HSTI Pledge are set out in paragraph 7.1(b) above.

(c) *HSTI Parties' Pledge*

The principle terms of the HSTI Parties' Pledge are set out in paragraph 7.1(c) above.

8. Legal and arbitration proceedings

8.1 *Continuing Group*

There are no governmental, legal or arbitration proceedings (and no such proceedings are pending or threatened of which the Company is aware) during the 12 months prior to the date of this document, which may have, or have had in the recent past significant effects on the Company and/or Continuing Group's financial position or profitability.

8.2 *Ezimbokodweni Shares and Ezimbokodweni Claims*

There are no governmental, legal or arbitration proceedings (and no such proceedings are pending or threatened of which the Company is aware) during the 12 months prior to the date of this document, which may have, or have had in the recent past significant effects on the Ezimbokodweni Shares and Ezimbokodweni Claims.

9. Working Capital

In the opinion of the Company taking into account the net proceeds from the Disposal, the working capital available to the Continuing Group is sufficient for its present requirements, being at least the next 12 months from the date of this document.

10. Significant change

10.1 *Continuing Group*

There has been no significant change in the financial or trading position of the Company and the Continuing Group since 30 June 2011, being the date on which the last published interim financial statements of the Group were prepared.

10.2 *Ezimbokodweni Shares and Ezimbokodweni Claims*

There has been no significant change in the financial or trading position of the Ezimbokodweni Shares and Ezimbokodweni Claims since 30 June 2011, being the date on which the last published interim financial statements of the Group were prepared.

11. Consents

- 11.1 PKF (UK) Limited has given and not withdrawn its written consent to the inclusion of its report in Part IV of this document in the form and context in which they appear.
- 11.2 Shore Capital & Corporate Limited has given and not withdrawn its written consent to the issue and inclusion of the references to its name in the form and context in which they appear.

12. Documents on display

Copies of the following documents may be inspected during normal business hours on working days, at the registered office of the Company at 30-35 Pall Mall, London SW1Y 5LP, United Kingdom and at the offices of Memery Crystal LLP, 44 Southampton Buildings, London WC2A 1AP United Kingdom from the date of this document until the conclusion of the General Meeting:

- (a) the memorandum of association and the articles of association of the Company;
- (b) the letter from PKF(UK) Limited set out in Part IV of this document;
- (c) the written consents referred to in paragraph 11 of this Part V above;
- (d) the Disposal Agreement;
- (e) the annual report and accounts of the Company for the years ended 31 December 2008, 31 December 2009 and 31 December 2010; and
- (f) this document and the Form of Proxy.

PART VI

DEFINITIONS

The following definitions apply throughout this document, unless stated otherwise:

“2006 Scheme”	the Company unapproved share option scheme adopted on 29 June 2006
“2010 Scheme”	the Company unapproved share option scheme adopted on 7 June 2011
“Act”	the Companies Act 2006
“BECSA”	BHP Billiton Energy Coal South Africa Limited, a public company duly incorporated according to the laws of the Republic of South Africa with registration number 1963/000537/06
“BECSA Guarantee Claims”	all claims of whatsoever nature which HSTI and/or the HSTI Shareholders and/or Ramaite or any of them, may have against Ezimbokodweni in respect of, or arising from any payment made by any of them in respect of the Purchase Price and/or from the provision by them to Ezimbokodweni of any funds utilised to discharge the BECSA Purchase Price, and whether any such payment or the provision of any such funds is made by them as principal debtor or guarantor
“BECSA Purchase Price”	the purchase price payable by Ezimbokodweni to BECSA in respect of the BECSA Sale
“BECSA Sale”	the sale by BECSA to Ezimbokodweni of the Pegasus Project
“Black Wattle”	Black Wattle Colliery (Proprietary) Limited, a company incorporated in the Republic of South Africa with registration number 1994/02802/07, in respect of which the Company holds 62.5 per cent. of the total issued share capital
“Board”	the board of Directors of the Company from time to time
“Business Day”	any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa
“Company” or “Bisichi”	Bisichi Mining plc, a company incorporated in England and Wales with company number 00112155
“Company’s Registrars”	Capita Registrars Limited
“Completion”	completion of the Disposal in accordance with the terms of the Disposal Agreement
“Continuing Group”	the Group following the Disposal
“CREST”	the electronic paperless transfer and settlement system which facilitates the transfer of title to shares in uncertificated form operated by Euroclear UK & Ireland Limited
“Directors”	the directors of the Company, as at the date of this document, whose names appear on page 6 of this document
“Disclosure and Transparency Rules” or “DTRs”	the disclosure and transparency rules of the UKLA made in accordance with section 73A of FSMA, as amended from time to time

“Disposal”	the proposed disposal by the Company of the Sale Equity to the Purchaser on the terms of the Disposal Agreement
“Disposal Agreement”	the conditional sale and purchase agreement dated 24 June 2011 (as amended on 8 July 2011 and 22 July 2011 and reinstated on 25 January 2012) between the Company (1), the Purchaser (2), the Ramaite Trust (3), Khumalo (4), Ramaite (5), Endulwini (6) and Ezimbokodweni (7) relating to the Disposal and described in detail in Part III of this document
“Effective Date”	the third Business Day following the date of fulfilment of the last of the conditions in the Disposal Agreement
“EH-MOU”	the document entitled the “COMMERCIAL PRINCIPLES FOR PARTICIPATION IN THE PEGASUS PROJECT” signed by Endulwini and HSTI on 17 March 2011 setting out the commercial principles for the participation of HSTI in the Pegasus Project
“Endulwini”	Endulwini Coal Limited, a company incorporated in the Republic of South Africa with registration number 2002/012698/06
“Endulwini/Bisichi Shareholders Agreement”	the subscription and shareholders’ agreement concluded between Endulwini, the Company and Ezimbokodweni in and during 2005, which, <i>inter alia</i> , regulates the relationship of Endulwini and Bisichi as shareholders in the Company
“Endulwini/HSTI Transaction”	the written agreement concluded, or to be concluded between Endulwini and HSTI, regulating, <i>inter alia</i> , their relationship as shareholders of Ezimbokodweni, consequent upon the exit of the Company as a shareholder of Ezimbokodweni upon the implementation of the Disposal Agreement and, <i>inter alia</i> , the future relationship of Endulwini and HSTI as shareholders of Ezimbokodweni
“Ezimbokodweni”	Ezimbokodweni Mining (Proprietary) Ltd, a company incorporated in the Republic of South Africa with registration number 2001/01457/07
“Ezimbokodweni Claims”	all claims of whatsoever nature, and from whatsoever cause arising, which Bisichi may have against Ezimbokodweni as at the Effective Date
“Ezimbokodweni Shares”	the 490 ordinary shares of ZAR1 each in Ezimbokodweni held by the Company, comprising 49 per cent. of the total issued share capital of Ezimbokodweni
“First Scheme”	the Company unapproved share option scheme adopted on 15 June 1999
“Form of Proxy”	the form of proxy accompanying this document for use by the Shareholders in connection with the General Meeting
“FSA”	Financial Services Authority
“FSMA”	the Financial Services and Markets Act 2000, as amended from time to time

“General Meeting”	the general meeting of the Company to be held at the Royal Automobile Club, 89 Pall Mall, London SW1Y 5LP on 3 April 2012 at 11 a.m. (or any adjournment of such general meeting) convened by the Notice and at which the Resolution will be proposed
“Group”	the Company and each of its subsidiary undertakings (within the meaning of the Act) at the date of this document
“HSTI Guarantors”	HSTI, HSTI Shareholders and Ramaite, jointly and severally
“HSTI Parties”	the HSTI Shareholders and Ramaite, jointly and severally
“HSTI Parties’ Pledge”	the pledge and cession dated 24 June 2011 between the HSTI Shareholders (1), Ramaite (2), Xantium 437 (Proprietary) Limited (3), HSTI (4), the Company (5) and Ezimbokodweni (6), details of which are set out in paragraph 7.1(c) of Part V of this document
“HSTI Pledge”	the pledge and cession dated 24 June 2011 2011 between HSTI (1), the Company (2) and Ezimbokodweni (3), details of which are set out in paragraph 7.1(b) of Part V of this document
“HSTI Shareholders”	the Ramaite Trust and Khumalo, jointly and severally
“Intercompany Loan”	intercompany loan by Black Wattle to Ezimbokodweni, as at 31 December 2010, being ZAR12,387,534
“Khumalo”	Wiseman Nkululeko Khumalo (South African identity number 7609095357084)
“LAP”	London & Associated Properties plc
“Listing Rules”	the Listing Rules made by the UKLA under section 73A of the FSMA, as amended from time to time
“London Stock Exchange”	the London Stock Exchange plc
“Notice”	notice of the General Meeting contained on pages 29 to 31 of this document
“Ordinary Shares”	ordinary shares of 10 pence each in the capital of the Company
“Original Agreement”	the agreement dated 21 April 2005 between Ezimbokodweni and Ingwe Collieries (Pty) Limited, details of which are set out in paragraph 3 of Part I of this document
“Payment Date”	means 30 days after the Effective Date
“Pegasus Project”	the properties comprising Mineral Area 2 (a portion of Mineral Area 1) of the farm GELUK 276 REGISTRATION DIVISION JS MPUMALANGA (Republic of South Africa) together with all surface and prospecting rights attached thereto
“Pledges”	the HSTI Pledge and the HSTI Parties’ Pledge
“Pound Sterling” or “£”	Great British Pound, being the lawful currency of the United Kingdom

“Purchase Price”	the purchase price payable by HSTI to the Company for the Sale Equity in the sum of ZAR54,200,000 in terms of the Disposal Agreement
“Purchaser” or “HSTI”	the proposed purchaser of the Ezimbokodweni Shares, Hasty Shelf Trade and Invest 17 (Proprietary) Limited, a company incorporated in the Republic of South Africa with registered number 2009/002669/07
“Ramaite”	Muthanyi Robinson Ramaite (South African identity number 6903075973080)
“Ramaite Trust”	the Ramaite Brothers Family Trust (Masters Reference no. IT4489/01)
“Resolution”	the resolution to be proposed at the General Meeting which is set out in the Notice on page 29 of this document
“Sale Equity”	the Ezimbokodweni Shares and the Ezimbokodweni Claims
“SAMREC Code”	the South African Code for Reporting of Mineral Resources and Mineral Reserves, as published by the South African Mineral Committee under the auspices of the South African Institute of Mining and Metallurgy
“Second Scheme”	the Company unapproved share option scheme adopted on 23 June 2005
“Senior Manager” or “Senior Management”	Luis Pinel
“Shareholders”	holders of Ordinary Shares
“Shore Capital”	Shore Capital & Corporate Limited
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“UKLA” “UK Listing Authority”	the FSA acting in its capacity as the competent authority for the purposes of Part VI of FSMA
“ZAR”	South African Rand, being the lawful currency of the Republic of South Africa

NOTICE OF GENERAL MEETING

Bisichi Mining plc

(Incorporated and registered in England and Wales No. 00112155)

NOTICE IS HEREBY GIVEN that a General Meeting of Bisichi Mining Plc (the “**Company**”) will be held at the Royal Automobile Club, 89 Pall Mall, London SW1Y 5LP, on 3 April 2012 at 11 a.m. to consider and, if thought fit, pass the following resolution which will be proposed as an ordinary resolution:

ORDINARY RESOLUTION

THAT the Disposal, on the terms set out in the Disposal Agreement (both defined in the circular to shareholders of the Company dated on 16 March 2012 (the “**Circular**”)), be and is hereby approved, and that the directors of the Company (the “**Directors**”) (or any duly constituted committee thereof) be and are hereby authorised to make such non-material amendments, waivers or variations to the terms and conditions of the Disposal or to the Disposal Agreement and any agreements incidental to or forming part of the Disposal Agreement which the Directors (or any duly constituted committee thereof) in their absolute discretion consider necessary, expedient or desirable to complete or give effect to or otherwise in connection with the Disposal and/or any agreement executed to give effect thereto and to do all such other things they may consider necessary, desirable or expedient in connection with the Disposal.

By order of the Board

Michael Heller
Executive Chairman
16 March 2012

Registered office:

30-35 Pall Mall
London
SW1Y 5LP

Notes

1. A shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at the General Meeting. A shareholder can only appoint a proxy using the procedures set out in these notes and the notes to the Form of Proxy enclosed with this document. A proxy need not be a shareholder of the Company, but must attend the meeting to represent you. Details of how to appoint the Chairman of the meeting or another person as your proxy using the Form of Proxy are set out in the notes to the Form of Proxy.
2. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If either the “vote withheld” option is selected or if no voting indication is given, a proxy will vote or abstain from voting at his or her discretion. The proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting.
3. A shareholder may appoint more than one proxy to attend on the same occasion, provided each proxy is appointed to exercise rights attached to different shares. If you wish to do this, each proxy must be appointed on a separate Form of Proxy. Additional Forms of Proxy may be obtained from Capita Registrars’ helpline by telephoning 0871 644 0300 from within the UK or + 44(0) 20 8639 3399 from outside the UK. Calls to the 0871 number cost 10p per minute plus your service provider’s network extras, lines are open Monday to Friday 8.30 a.m. to 5.30 p.m. Alternatively, you may photocopy the enclosed Form of Proxy the required number of times before completing it. Please include the number of shares in relation to which they are authorised to act as your proxy as indicated. Please also indicate on the form if the proxy instruction is one of multiple instructions being given. All forms must be signed and should be returned together in the same envelope. You may not appoint more than one proxy to exercise rights attached to any one share.
4. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company’s register of members in respect of the joint holding (the first named being the most senior).
5. The Form of Proxy is enclosed. It should be sent, in accordance with its instructions, so as to be received by the Company’s Registrars, Capita Registrars, PXS, 34 Beckenham Road, Beckenham, Kent, BR3 4TU by no later than 11 a.m. on 30 March 2012. Alternatively members can appoint proxies electronically by logging on to the website www.capitashareportal.com. For an electronic proxy appointment to be valid, the appointment must be received by no later than 11 a.m. on 30 March 2012.
6. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the General Meeting to be held on 3 April 2012 and any adjournment(s) of such meeting by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

7. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with Euroclear specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID number RA10) by no later than 48 hours before the time appointed for the meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
8. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The CREST Manual can be viewed at www.euroclear.com/CREST.
9. The Company may treat a CREST Proxy Instruction as invalid in the circumstances set out in Regulation 35(5) (a) of the Uncertificated Securities Regulations 2001.
10. A Form of Proxy must be executed by or on behalf of the shareholder making the appointment. A corporation may execute a Form of Proxy either under its common seal or under the hand of a duly authorised officer.
11. Shareholders who return a Form of Proxy will still be able to attend the meeting and vote in person if they so wish. If you have appointed a proxy and attend the meeting in person, your proxy appointment will be automatically terminated.
12. Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001 and for the purposes of section 360 of the Companies Act 2006, the Company gives notice that the time by which a person must be entered on the register of members in order to attend or vote at the meeting or adjourned meeting (and for calculating the number of votes such a person may cast) is close of business on 30 March 2012 (or, in the event of any adjournment, on the date which is two days before the time of the adjourned meeting). Changes to entries on the register of members after the relevant time will be disregarded in determining the rights of any person to attend or vote (and the number of votes they may cast) at the meeting or adjourned meeting.
13. To change your proxy instructions, simply submit a new proxy appointment using the methods set out in notes 3 to 7 above. Where you have appointed a proxy using the hard-copy Form of Proxy and would like to change the instructions using another hard-copy Form of Proxy, please contact Capita Registrars, PXS, 34 Beckenham Road, Beckenham, Kent, BR3 4TU. If you submit more than one valid proxy appointment, the appointment last received before the latest time for the receipt of proxies will take precedence.
14. In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to Capita Registrars, PXS, 34 Beckenham Road, Beckenham, Kent, BR3 4TU. In the case of a member which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice. No other methods of communication will be accepted. In particular you may not use any electronic address provided either in this Notice of General Meeting or in any related documents (including the Chairman's letter and the Form of Proxy).

The revocation notice must be received by Capita Registrars no later than 11 a.m. on 30 March 2012. If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the immediately following paragraph, your proxy appointment will remain valid. Appointment of a proxy does not preclude you from attending the meeting and voting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated.

If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the immediately following paragraph, your proxy appointment will remain valid.

Appointment of a proxy does not preclude you from attending the meeting and voting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated.
15. Any person to whom this notice is sent who is a nominated person under section 146 of the Companies Act 2006 to enjoy information rights (a **Nominated Person**) may have a right under an agreement between him and the member by whom he was nominated, to be appointed (or to have someone else appointed) as a proxy for the meeting. If a Nominated Person has no such right or does not wish to exercise it he may have a right under such an agreement, to give instructions to the member, as to the exercise of voting rights.
16. A member of the Company which is a corporation may authorise a person or persons to act as its representative(s) at the General Meeting. In accordance with the provisions of the Companies Act 2006 (as amended by the Companies (Shareholders' Rights) Regulations 2009), each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of the Company, provided that they do not do so in relation to the same shares. It is therefore no longer necessary to nominate a designated corporate representative.
17. The quorum for the meeting will be two persons entitled to vote upon the business to be transacted, each being a shareholder or a proxy for a shareholder or a duly authorised representative of a corporation which is a shareholder.
18. On 14 March 2012 (being the last practicable date before publication of this notice of General Meeting) the Company's issued share capital comprised 10,556,839 ordinary shares of 10 pence each. Each ordinary share carries the right to one vote at a general meeting of the Company and, therefore, the total number of voting rights in the Company as at 14 March 2012 is 10,556,839.
19. Any member with special needs wishing to attend the General Meeting should contact the Company's London office on +44 (0) 20 7415 5000, so that appropriate arrangements can be made.

20. Except as provided above, members who wish to communicate with the Company in relation to the General Meeting should do so using the following means: (1) by writing to the Company Secretary at the Registered Office address; or (2) by writing to Capita Registrars, PSX, 34 Beckenham Road, Beckenham, Kent, BR3 4TU. No other methods of communication will be accepted. In particular you may not use any electronic address provided either in this Notice of General Meeting or in any related documents (including the Chairman's letter and the Form of Proxy).
21. In accordance with section 311A of the Companies Act 2006, the contents of this Notice of General Meeting, details of the total number of shares in respect of which members are entitled to exercise voting rights at the General Meeting and, if applicable, any members' statements, members' resolutions or members' matters of business received by the Company after the date of this Notice of General Meeting will be available on the Company's website (www.bisichi.co.uk).
- Pursuant to section 319A of the Companies Act 2006, the Company must cause to be answered at the General Meeting any question relating to the business being dealt with at the General Meeting which is put by a member attending the meeting, except in certain circumstances, including if it is undesirable in the interests of the Company or the good order of the meeting that the question be answered or if to do so would involve the disclosure of confidential information.

