

JOHNSON WINTER & SLATTERY  
L A W Y E R S

Partner: Jeremy Davis +61 2 8274 9531  
Email: jeremy.davis@jws.com.au  
Senior Associate: Naomi Philp +61 2 8247 9633  
Email: naomi.philp@jws.com.au  
Our Ref: B2801

21 January 2015

**BY FAX: 1300 135 638**

**Market Announcements Office**  
Australian Securities Exchange

Dear Sir/Madam

**Haranga Resources Limited (ASX:HAR)**  
**Form 604: Notice of change of interests of substantial holder**

Attached is a Form 604: Notice of change of interests of substantial holder for Golden Rain Holdings Limited and Lippo Capital Limited and its controlled entities.

Yours faithfully,

*Johnson Winter + Slattery*

Level 25, 20 Bond Street  
SYDNEY NSW 2000  
T +61 2 8274 9555 | F +61 2 8274 9500

[www.jws.com.au](http://www.jws.com.au)

SYDNEY | PERTH | MELBOURNE | BRISBANE | ADELAIDE

Liability limited by a scheme approved under Professional Standards Legislation (Australia-wide except in Tasmania)

**Form 604**Corporations Act 2001  
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme Haranga Resources Limited (ASX:HAR)ACN/ARSN 141 128 841Name Golden Rain Holdings Limited (Golden Rain)ACN/ARSN (if applicable) N/A

This notice is also given by Golden Rain on behalf of Lippo Capital Limited (Lippo Capital) and its controlled entities named in Annexure "A" to this notice (Controlled Entities).

There was a change in the interests of the substantial holder on 20 / 1 / 2015The previous notice was given to the company on 9 / 12 / 2014The previous notice was dated 8 / 12 / 2014**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary	52,320,000	19.99%	114,798,963	33.58%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
20/1/2015	Golden Rain	Shares acquired by Golden Rain pursuant to a rights issue on the terms set out in the Entitlement Issue Prospectus dated 17/12/2014 and pursuant to the Underwriting Agreement annexed as Annexure B - relevant interest under s608(1) of the Corporations Act	A\$1,028,216.43 (A\$0.018 per share)	57,123,135 ordinary shares	57,123,135
20/1/2015	Lippo Capital and each of its Controlled Entities	Shares acquired by Golden Rain pursuant to a rights issue on the terms set out in the Entitlement Issue Prospectus dated 17/12/2014 and pursuant to the Underwriting Agreement annexed as Annexure B - relevant interest under s608(3) of the Corporations Act	A\$1,028,216.43 (A\$0.018 per share)	57,123,135 ordinary shares	57,123,135
20/1/2015	Golden Rain	Shares acquired by Taycol Nominees Pty Ltd pursuant to a rights issue on the terms set out in the Entitlement Issue Prospectus dated 17/12/2014 - relevant interest under s608(1) of the Corporations Act	A\$96,404.92 (A\$0.018 per share)	5,355,828 ordinary shares	5,355,828
20/1/2015	Lippo Capital and each of its Controlled Entities	Shares acquired by Taycol Nominees Pty Ltd pursuant to a rights issue on the terms set out in the Entitlement Issue Prospectus dated 17/12/2014 - relevant interest under s608(3) of the Corporations Act	A\$96,404.92 (A\$0.018 per share)	5,355,828 ordinary shares	5,355,828

#### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Golden Rain	Taycol Nominees Pty Ltd	Taycol Nominees Pty Ltd	Relevant interest under s608(1) of the Corporations Act	22,815,828 ordinary shares	22,815,828
Golden Rain	Golden Rain	Golden Rain	Relevant interest under s608(1) of the Corporations Act	91,983,135 ordinary shares	91,983,135
Lippo Capital and its Controlled Entities	Taycol Nominees Pty Ltd	Taycol Nominees Pty Ltd	Relevant interest under s608(3) of the Corporations Act	22,815,828 ordinary shares	22,815,828
Lippo Capital and its Controlled Entities	Golden Rain	Golden Rain	Relevant interest under s608(3) of the Corporations Act	91,983,135 ordinary shares	91,983,135

#### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

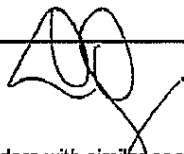
Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

#### 6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Golden Rain	Rooms 2302 and 2303 23rd Floor, Tower One Lippo Centre, 89 Queensway Hong Kong
Lippo Capital and its Controlled Entities	c/o 24 <sup>th</sup> Floor, Tower One Lippo Centre, 89 Queensway Hong Kong

#### Signature

print name Marshall Cooper capacity: Director of Golden Rain  
 sign here  date 21 / 1 / 2015

#### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

604

page 3/3

15 July 2001

- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identify of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

**Annexure A**

This is Annexure A of one page referred to in the Form 604: Notice of change of interests of substantial holder for Golden Rain and Lippo Capital and its Controlled Entities

**Signature:****Name:**

Marshall Cooper

**Capacity:**

Director of Golden Rain

**Date:**

21 January 2015

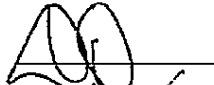
**Controlled Entities:**

Name
Lippo Limited (and its subsidiaries)
First Tower Corporation
Skyscraper Realty Limited
Lippo China Resources Limited (and its subsidiaries)
Golden Sunshine Worldwide Limited (and its subsidiaries)

**Annexure B**

This is Annexure B of 33 pages referred to in the Form 604: Notice of change of interests of substantial holder for Golden Rain and Lippo Capital and its Controlled Entities

**Signature:**



**Name:**

Marshall Cooper

**Capacity:**

Director of Golden Rain

**Date:**

21 January 2015

**HARANGA RESOURCES LIMITED  
(ACN 141 128 841)**

**and**

**GOLDEN RAIN HOLDINGS LIMITED**

---

**UNDERWRITING AGREEMENT**

---

Underwriting agreement



---

## Table of contents

<i>Clause</i>	<i>Page</i>
<b>1. Definitions and Interpretation</b>	<b>2</b>
<b>2. Interpretation</b>	<b>5</b>
<b>3. Valid Applications</b>	<b>7</b>
<b>4. Term</b>	<b>7</b>
<b>5. Underwriting and Managing Offer</b>	<b>7</b>
<b>6. Offer, Valid Applications and Allotment</b>	<b>8</b>
<b>7. Shortfall</b>	<b>11</b>
<b>8. Sub-underwrite</b>	<b>12</b>
<b>9. Cessation of Underwriter's Liability</b>	<b>12</b>
<b>10. Payments to Underwriter</b>	<b>12</b>
<b>11. Warranties by Company</b>	<b>14</b>
<b>12. Undertakings of Company</b>	<b>16</b>
<b>13. Enquiries by Underwriter</b>	<b>18</b>
<b>14. Termination by Underwriter</b>	<b>18</b>
<b>15. Indemnity</b>	<b>21</b>
<b>16. General</b>	<b>23</b>
<b>Schedule 1</b>	<b>28</b>
<b>Schedule 2</b>	<b>30</b>





---

This Underwriting Agreement is made on 6<sup>th</sup> day of ~~DECEMBER~~ 2014

**Between:**

1. **HARANGA RESOURCES LIMITED**  
(ACN 141 128 841)  
of Level 1, 330 Churchill Avenue, Subiaco, in the State of Western Australia  
("the Company")
2. **GOLDEN RAIN HOLDINGS LIMITED**  
of Room 2302 and 2303, 23<sup>rd</sup> Floor, Tower, One, Lippo Centre, 89  
Queensway Hong Kong  
("the Underwriter")

**Recitals**

- A. The Company proposes to conduct a non-renounceable rights issue of approximately 80,245,399 Shares at \$0.018 per Share, on the basis of 1 Share for every 3.26 Shares held by Shareholders as at the Record Date, to raise up to approximately \$1,444,417.
- B. The Company has requested the Underwriter to underwrite and the Underwriter has agreed to underwrite the Offer by subscribing for the Shortfall Shares, subject to the terms and conditions set out in this Agreement.

**The parties agree**

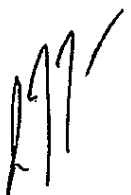
in consideration of, among other things, the mutual promises contained in this Agreement:

---

**1. Definitions and Interpretation**

In this Agreement, unless the context requires otherwise:

- 1.1 "Agreement" means this Agreement as amended from time to time;
- 1.2 "Allotment Date" means nine (9) Business Days after the Closing Date;
- 1.3 "Amount Underwritten" means up to \$1,444,417 being the amount calculated by multiplying the Offered Shares by the Issue Price;
- 1.4 "Applicant" means the person or persons applying for Shares under a Valid Application;
- 1.5 "ASIC" means the Australian Securities and Investments Commission;



- 1.6** "Associate" has the meaning given in the Corporations Act;
- 1.7** "ASX" means ASX Limited;
- 1.8** "Board" or "Directors" means the board of directors of the Company from time to time;
- 1.9** "Business Day" means:
- 1.9.1** for the purpose of sending or receiving a notice, a day which is not a Saturday, Sunday, a bank holiday or a public holiday in the city where the notice is received; and
- 1.9.2** for all other purposes, a day which is not a Saturday, Sunday, a bank holiday or a public holiday in Perth or Hong Kong;
- 1.10** "Closing Date" means the closing date of the Offer as set out in the Offer Documents;
- 1.11** "Completion of the Offer" means when all of the Offered Shares have been allotted;
- 1.12** "Corporations Act" means the Corporations Act 2001 of the Commonwealth of Australia;
- 1.13** "Dollar, \$, A\$, AUD\$" means the lawful currency of the Commonwealth of Australia;
- 1.14** "Due Diligence Results" means the result of any legal, accounting, commercial or other investigations of the assets and affairs of the Company and any Subsidiary implemented for the purpose of preparing and making the Offer;
- 1.15** "Encumbrance" means any mortgage, charge, whether fixed or floating, pledge, lien, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest;
- 1.16** "Entitlement" means in respect of a Shareholder, its right to be issued Offered Shares under the Offer.
- 1.17** "Excess Shares" has the meaning given in clause 6.10.1
- 1.18** "Governmental Agency" means a government, semi government, fiscal, judicial, departmental, administrative, tribunal, commission, authority, agency or other entity created by a government;
- 1.19** "Insolvency Event" means with respect to a person:
- 1.19.1** the person is dissolved, wound up or placed into bankruptcy or an order is made by a court or a resolution is passed that the

- person be dissolved, wound up or placed into bankruptcy;
- 1.19.2** a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the person or any property of the person;
- 1.19.3** a controller is appointed in respect of the person or any property of the person or takes possession or gains control of any property of the person;
- 1.19.4** except to reconstruct or amalgamate while solvent, the person enters into, or resolves to enter into, a scheme of arrangement, administration, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- 1.19.5** the person is (or states that it is) insolvent or an insolvent under administration (each as defined in the Corporations Act);
- 1.19.6** the person takes any step to obtain protection or is granted protection from its creditors under any applicable legislation; or
- 1.19.7** anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;
- 1.20** "Issue Price" means \$0.018 per Share;
- 1.21** "Offer" means the offer of Shares for subscription referred to in recital A;
- 1.22** "Offer Documents" means each of the documents associated with the Offer, including the Prospectus;
- 1.23** "Offered Shares" means the Shares to be issued under the Offer, which is approximately 80,245,399 Shares, and includes any Shortfall Shares;
- 1.24** "Opening Date" means the opening date of the Offer as set out in the Offer Documents;
- 1.25** "Party" or "Parties" means a Party or the Parties to this Agreement;
- 1.26** "Percentage Entitlement" means in respect of a Shareholder, that Shareholders percentage Shareholding in the Company on the Record Date, divided by the aggregate of the percentage Shareholding in the Company on the Record Date of all Shareholders that have validly applied to the Company to subscribe for additional Offered Shares plus the percentage Shareholding in the Company on the Record Date of the Underwriter and its Related Bodies Corporate;
- 1.27** "Placement" has the meaning given in clause 6.2.3;
- 1.28** "Prospectus" means the "prospectus" as defined in the Corporations



Act in relation to the Offer which the Company proposes to lodge with ASIC and includes any supplementary or replacement prospectus.

- 1.29** “**Record Date**” being the date specified in the Offer Document as the record date for eligibility to participate in the Offer;
- 1.30** “**Share**” means an ordinary share in the Company;
- 1.31** “**Shareholder**” means those persons whose names appear in the register of members of shareholders as at 7.00pm on the Record Date.
- 1.32** “**Shortfall Notice**” has the meaning given in clause 7.1;
- 1.33** “**Shortfall Shares**” has the meaning given in clause 7.1;
- 1.34** “**Subsidiary**” has the meaning given in the Corporations Act;
- 1.35** “**Tax**” includes all kinds of taxes, deductions, duties, imposts and charges imposed by a government, together with interest and penalties;
- 1.36** “**Timetable**” means the timetable for the Offer set out in the Offer Documents and approved by the Underwriter from time to time.
- 1.37** “**Valid Application**” has the meaning given to that term in clause 3.
- 

## 2. Interpretation

In this Agreement headings and bold typing are included for convenience only and do not affect interpretation and, unless the context otherwise requires:

- 2.1** a reference to a word includes the singular and the plural of the word and vice versa;
- 2.2** a reference to a gender includes any gender;
- 2.3** if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- 2.4** a term which refers to a natural person includes a company, a partnership, an association, a corporation, a body corporate, a joint venture, a sovereign state, a government or a government department or agency;
- 2.5** a reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced;
- 2.6** a reference to a clause, schedule, annexure or other part is a reference to an item of that type in this document;
- 2.7** a reference to a party is a reference to a party to this Agreement and

includes a reference to that party's successors and permitted assigns;

- 2.8** a reference to a statute or regulation or a provision of a statute or regulation is a reference to that statute, regulation or provision as amended or a statute, regulation or provision replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute;
- 2.9** a reference to a document is a reference to a document of any kind including but not limited to an agreement in writing, a certificate, a notice, or an instrument;
- 2.10** no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
- 2.11** an agreement, obligation or indemnity on the part of 2 or more persons binds them jointly and severally;
- 2.12** a reference to the liabilities of a person at any time is a reference to all liabilities and losses of or claims against the person of any nature direct or indirect whether accrued, absolute, contingent or otherwise at the relevant time due to acts or omissions on or before the relevant time;
- 2.13** a reference to a time is a reference to Perth time;
- 2.14** a reference to an entity, other than a party to this Agreement, which ceases to exist or whose powers or functions are transferred to another entity, is a reference to the entity which replaces it or which substantially succeeds to its powers or functions;
- 2.15** the words 'includes' or 'including' are not words of limitation;
- 2.16** a word or term defined in the Corporations Act has the same meaning in this document; and
- 2.17** a word or term defined in A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth of Australia has the same meaning in this document where used in connection with the GST imposed under that Act.
- 2.18 Not a Business Day**
- 2.18.1** If this Agreement requires that the day on which a thing must be done is a day which is not a Business Day, then that thing must be done on or by the following Business Day.
- 2.18.2** If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs, then the event is deemed to have occurred on the next Business Day in the place that the event occurs.

---

### 3. Valid Applications

For the purpose of this Agreement, a valid application in respect of Offered Shares ("**Valid Application**") will be deemed to have been received by the Company: when the following are received by 5.00 pm on the Closing Date at a place specified by the Company in the Offer Documents as a place at which applications pursuant to the Offer may be lodged:

- 3.1 an application for those Offered Shares properly completed in the form required by the Company;
- 3.2 any supporting documents required by the Company to accompany that application;
- 3.3 valid payment of the application moneys due in respect of those Offered Shares in any manner specified by the Company (such as payments having been cleared by the relevant financial institution in which it is drawn).

---

### 4. Term

#### 4.1 Commencement and termination

This Agreement will commence on the date of its execution and, subject to earlier termination under clause 14, will continue until Completion of the Offer.

#### 4.2 Effect of termination

Termination of this Agreement will discharge the Parties from their obligations under it except for any obligations which are expressly stated to survive termination, but termination will not limit or prevent the exercise of any other rights and remedies which any party may otherwise have under this Agreement in respect of any breach of this Agreement prior to its termination, including for breach of any warranty or representation, or under any indemnity.

---

### 5. Underwriting and Managing Offer

The Underwriter agrees to underwrite the Offer by subscribing for the Shortfall Shares on the terms and conditions of this Agreement.



---

## 6. Offer, Valid Applications and Allotment

### 6.1 Due Diligence

The Company must, prior to lodging the Prospectus with ASIC:

- 6.1.1 cause a customary due diligence and verification program to be diligently and properly implemented in relation to the Offer and the Offer Documents; and
- 6.1.2 make the Due Diligence Results available to and for the benefit of the Underwriter on reasonable request from the Underwriter at any time and from time to time.

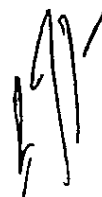
### 6.2 Offer

- 6.2.1 The Company must conduct the Offer and must conduct the Offer, prepare the Offer Documents and allot and issue the Offered Shares in accordance with this Agreement, the Timetable, its constitution, the ASX Listing Rules, the Corporations Act, any ASX waivers and all other applicable laws.
- 6.2.2 The Timetable must not be altered without the prior written approval of the Underwriter.
- 6.2.3 The Record Date must be a date after the issue and allotment of the Shares to Golden Rain Holdings Limited (**Golden Rain**) under the placement agreement between Golden Rain and the Company dated on or about the date of this agreement under which Golden Rain subscribes for 19,850,000 Shares (**Placement**).

### 6.3 Conduct of Offer

The Company must:

- 6.3.1 ensure that the Offer Documents comply with the Corporations Act, all ASIC policies and requirements, the Listing Rules, and all relevant ASX policies and requirements;
- 6.3.2 ensure that the Offer takes place in compliance with the terms of the Offer Documents, the Timetable, the Listing Rules, any applicable legislation or regulation and any modification, exemption, declaration, waiver, direction or ruling by ASIC or ASX;
- 6.3.3 lodge the Prospectus with ASIC no later than 12 December 2014 (**Lodgement Date**) and in accordance with section 718 of the Corporations Act;
- 6.3.4 not lodge with ASIC or ASX or issue any Offer Document, supplementary or replacement prospectus or like document without the prior written consent of the Underwriter, which shall not be unreasonably withheld, unless the Company has a



statutory obligation to issue a supplementary or replacement prospectus and the Underwriter does not consent within a reasonable time following request by the Company; and

- 6.3.5** keep the Underwriters fully informed of all material strategies, developments and discussions relevant to the Offer and the Offer Documents and ensure that no initiatives relevant to the Offer or the Offer Documents will be undertaken without the prior written consent of the Underwriter.

#### **6.4 Application for Official Quotation**

The Company must:

- 6.4.1** on or before the Lodgement Date apply to ASX for permission for all the Offered Shares to be listed for quotation on the ASX by lodgement of an Appendix 3B; and
- 6.4.2** do everything reasonably necessary, including the execution of documents, to ensure that ASX grants quotation of the Offered Shares.

#### **6.5 Jurisdiction of Offer**

The Company must make the Offer to all Shareholders and ensure that the Offer is a rights issue to which the exception in section 611(10) of the Corporations Act applies.

#### **6.6 Opening certificate**

On the Opening Date the Company must give to the Underwriter a certificate in the form of Schedule 1 dated that day and signed by any two (2) directors of the Company.

#### **6.7 Notice to Underwriter**

If the Underwriter requests, the Company must within two (2) Business Days of the request give the Underwriter written notice of:

- 6.7.1** the number of Valid Applications received by the Company;
- 6.7.2** the identity of the Applicants;
- 6.7.3** the number of Shares applied for by each Applicant, and in total by all Applicants; and
- 6.7.4** the number of applications for Offered Shares which are not Valid Applications and the grounds on which the Company believes those applications are not Valid Applications (if so requested, the Company must allow the Underwriter to review these applications).





## **6.8 Valid Applications**

The Company must accept all Valid Applications for Offered Shares (including any Valid Applications for Offered Shares which it receives from a Shareholder in excess of that Shareholder's pro-rata Entitlement subject to clause 6.10).

## **6.9 Allotment of Shares**

**6.9.1** On the Allotment Date the Company must allot and issue to each Applicant whose Valid Application has been accepted (in full or in part), the number of Shares in respect of which the Valid Application has been accepted.

**6.9.2** After the Allotment Date the Company must promptly send to each Applicant whose Valid Application has been accepted a statement as to the Shares which have been allotted to the Applicant.

## **6.10 Over-subscribers**

**6.10.1** Where a Shareholder has submitted a Valid Application for their full Entitlement to Offered Shares, that Shareholder may apply at the same time for additional Offered Shares up to a maximum of their Percentage Entitlement of the number of Offered Shares for which Valid Applications are not received and accepted by the Company (**Excess Shares**), or up to such other maximum amount as is determined by the Board with the prior written consent of the Underwriter.

**6.10.2** Additional Offered Shares will only be issued to the extent there is a sufficient number of Excess Shares and, to the extent Offered Shares are issued in excess of a Shareholders Percentage Entitlement of the Excess Shares, with the prior written consent of the Underwriter.

**6.10.3** The additional Offered Shares will be issued at the Issue Price.

## **6.11 ASX Quotation**

The Company must within the time required by the ASX Listing Rules apply for the Offered Shares to be granted official quotation on ASX, and thereafter use its best endeavours to procure that official quotation of the Offered Shares is granted by ASX by the Allotment Date and the Offered Shares are freely traded.

---

## 7. Shortfall

### 7.1 Notice of Shortfall Shares and closing certificate

The Company must within three (3) Business Days from the Closing Date notify the Underwriter in writing (**Shortfall Notice**) of the number of Offered Shares for which Valid Applications have not been received and accepted by the Company (**Shortfall Shares**), and on the same day give to the Underwriter a certificate in the form of Schedule 1 dated that day and signed by any two (2) directors of the Company.

For the purpose of this clause 7.1, Shortfall Shares excludes those Excess Shares for which over-subscription applications are received and Shares issued in accordance with clause 6.10.

### 7.2 Application for Shortfall Shares

Subject to clause 7.3, the Underwriter must lodge or cause to be lodged with the Company Valid Applications for the Shortfall Shares within five (5) Business Days of receiving the notice and certificate under clause 7.1 along with a bank cheque or the transfer of cleared funds to the Company's nominated bank account provided that prior to this time the Underwriter has not notified the Company in writing that in the reasonable opinion of the Underwriter the Shortfall Notice or certificate is incorrect or it has not otherwise been shown that the Shortfall Notice or certificate is incorrect.

### 7.3 Underwriter's Conditions

The Underwriter's obligation under clause 7.2 is conditional on:

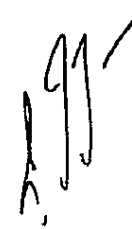
- 7.3.1 the Company having complied with clauses 6.6, 6.11 and 7.1 in the time required under those clauses;
- 7.3.2 the Underwriter not having terminated this Agreement under clause 14.

### 7.4 Underwriter's Discretion

Subject to compliance with the ASX listing rules and Corporations Act, the Underwriter may, at any time at its absolute discretion nominate the Applicants for all or any of the Shortfall Shares.

### 7.5 Time of allotment of Shortfall Shares

On the Allotment Date, the Company must allot and issue to each Applicant who has lodged a Valid Application under clause 7.2, the number of Shares applied for, and must ensure that the Shares on their issue will rank pari passu with the existing issued Shares in all respects as from the date of their issue, and will be free from all competing rights (including pre-emptive rights or rights of first refusal), Encumbrances and



other third party rights.

---

## 8. Sub-underwrite

The Underwriter may appoint sub-underwriters, at the Underwriter's cost (unless otherwise agreed), to sub-underwrite the Offer and to subscribe, bid, apply for, or nominate allottees of any of the Shortfall Shares.

---

## 9. Cessation of Underwriter's Liability

The Underwriter's liability under this Agreement ends on the first to occur of the following:

- 9.1 the Offer being fully subscribed;
  - 9.2 the Underwriter lodging or causing to be lodged Valid Applications and otherwise complying with its obligations under clause 7.2; or
  - 9.3 the Underwriter terminating this Agreement under clause 14.
- 

## 10. Payments to Underwriter

### 10.1 Underwriting Commission

10.1.1 Subject to Completion of the Offer, the Company must pay to the Underwriter or its designated nominee an underwriting fee of 5% of the Amount Underwritten in immediately available funds as consideration for the underwriting obligation undertaken by the Underwriter.

10.1.2 The underwriting fee payable under clause 10.1.1 must be paid to the Underwriter or its designated nominee (as applicable) within three (3) Business Days from the Allotment Date.

### 10.2 Issue Unlisted Options

10.2.1 As consideration for the underwriting obligation undertaken by the Underwriter, the Company will, within 3 Business Days of the Allotment Date, allot and issue 15,000,000 unlisted options (**Options**) to the Underwriter (or its nominee) which each Option entitling the Underwriter (or its nominee as relevant) to one fully paid ordinary share in the Company on exercise of each such Option with an exercise price of \$0.05 per share, exercisable on and from the date of issue and with an expiry date of 31 December 2017.

10.2.2 An Option may be exercised by delivery to the Company of a notice in writing stating the number of Shares to be taken up



together with the relevant exercise price (**Exercise Notice**).

- 10.2.3** The Shares allotted and issued pursuant to the exercise of an Option will be allotted and issued by the Company not more than five (5) Business Days after the receipt by the Company of an Exercise Notice.
- 10.2.4** Shares issued on exercise of the Options will rank pari passu with the existing issued Shares in all respects as from the date of their issue and the Company will obtain quotation of the Shares on ASX within three (3) Business Days of the date of issue.
- 10.2.5** The Options may be freely transferred and assigned.
- 10.2.6** The Company warrants that it has as at the date of this Agreement, and undertakes to at all times maintain, capacity under Listing Rule 7.1 to enable issue of the Options and Shares within the time period specified in clauses 10.2.1 and 10.2.3.
- 10.2.7** If at any time the issued capital of the Company is reconstructed, all rights of the holder of the Options are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

### **10.3 Company pays costs**

The Company must upon presentation of a relevant invoice(s), pay to the Underwriter or its designated nominee on demand all reasonable out of pocket costs and expenses (to a maximum of \$25,000) including all costs, expenses and disbursements of the Underwriter incurred by the Underwriter in relation to the Offer and Placement, including all reasonable travel and accommodation costs, costs and disbursements incurred in the negotiation, preparation and execution of this Agreement and the agreement in relation to the Placement (including all reasonable costs and disbursements of the Underwriter's lawyers) and incurred in relation to the Underwriter's "due diligence" and marketing in connection with the Offer.

### **10.4 Set-off**

The Underwriter may at any time set off all amounts payable under this clause 10 against any payment obligation of the Underwriter or its Related Bodies Corporate to the Company (including in relation to the subscription for Offered Shares).

---

## 11. Warranties by Company

The Company represents and warrants to the Underwriter that:

- 11.1 incorporation** - it is a validly existing corporation under the Corporations Act and has limited liability;
- 11.2 power** - it has power to enter into and comply with all of the terms and conditions of this Agreement;
- 11.3 approvals** -
- 11.3.1** it has all approvals and authorities that are required to permit the Company to enter into and to perform its obligations under this Agreement; and
- 11.3.2** those approvals and authorities remain valid and subsisting;
- 11.4 binding** - this Agreement:
- constitutes a legal, valid and binding obligation of the Company
- 11.5 transaction permitted** - the signing, delivery and performance by it of this Agreement does not violate any material provision of:
- 11.5.1** any law, regulation, authorisation, ruling, consent, judgment, order or decree of any Governmental Agency or the rules of any securities exchange;
- 11.5.2** the Company's Constitution or another constituent document;
- 11.5.3** an Encumbrance or document which is binding on:
- (a) the Company or a Subsidiary; or
- (b) an asset of the Company or a Subsidiary;
- 11.6 encumbrances unaffected** - the signing, delivery and performance by the Company of this Agreement does not result in:
- 11.6.1** the creation or imposition of an Encumbrance on an asset of the Company or a Subsidiary; or
- 11.6.2** the acceleration of payment of an obligation existing under an Encumbrance or document which is binding on:
- (a) the Company or a Subsidiary; or
- (b) an asset of the Company or a Subsidiary;
- 11.7 no breach** - no circumstances exist which may constitute a breach, or satisfaction of some other condition may constitute a breach, of a

provision of this Agreement or another agreement binding on the Company or a Subsidiary;

- 11.8 no litigation** - no litigation, arbitration, dispute or administrative proceeding has been commenced, is pending or threatened against the Company or a Subsidiary which may have a material adverse effect on the financial position or financial prospects of the Company or a Subsidiary;
- 11.9 conduct not misleading** – the Offer Documents will not be misleading or deceptive or likely to mislead or deceive, will not omit information or other material required by the Corporations Act or the ASX Listing Rules to be included and the issue of them will not involve conduct that is misleading or deceptive or likely to be so;
- 11.10 information true and complete** – the Company has provided true, complete and accurate information to the Underwriter in connection with the Offer Documents, which information is not materially misleading or deceptive in any way;
- 11.11 due diligence** - the Company has made available to the Underwriter all material information about the Offer and all information provided by or on behalf of the Company was, or will be when provided, true, complete and accurate in all material respects and the Company has disclosed to the Underwriter in writing all information known to the Company that is material in the making of an informed decision in relation to the Shares;
- 11.12 financial information** – the consolidated balance sheet of the Company and each Subsidiary for the period ended 30 June 2014 and the notes to such financial statements:
- 11.12.1** give a true and fair view of the assets, liabilities, reserves, profits, or losses, and state of affairs of the Company and each Subsidiary for the period ended or as at 30 June 2014; and
- 11.12.2** have been prepared in accordance with all applicable accounting standards;
- 11.13 insolvency** - there is no Insolvency Event with respect to the Company or a Subsidiary;
- 11.14 compliance with applicable law** - the Company or a Subsidiary is not in breach of any provision of the Corporations Act, ASX Listing Rules or any other applicable law, regulation or rules of the ASX to an extent that is material to the Company or the outcome of the Offer;
- 11.15 authorisations** - each of the Company and its Subsidiaries holds all licences, permits, authorisations and consents required for the conduct of its business and, to the best of the knowledge, information and belief of the Company (after having made all due and proper enquiries) all of those licences, permits, authorisations and consents are in full force and

effect and not liable to be revoked or reviewed;

- 11.16 Certificates** – the contents of any certificate required to be given by the Company under this Agreement will be true and correct in all material respects as at the date the certificate is given;
- 11.17 Shortfall Notice** – the Shortfall Notice specifying the number of Shares for which Valid Applications were received is true and accurate as at the date of the Shortfall Notice;
- 11.18 issue purpose** - the Company is issuing the Offered Shares for the purpose set out in the Offer Documents;
- 11.19 rights issue** - the Offer will be a rights issue within the meaning given in section 9A of the Corporations Act, will be a rights issue to which the exception in 611(10) of the Corporations Act applies and may be conducted under, and will be undertaken in compliance with, section 713 of the Corporations Act, and each of the conditions in that section is or will be satisfied by the relevant date for satisfaction referred to in the particular condition;
- 11.20 financial reporting** - the Company has complied with the provisions of Chapter 2M (as they apply to the Company) and section 674 of the Corporations Act; and
- 11.21 number of Shares on issue** – there are 241,750,002 Shares on issue as at the date of this Agreement, excluding any shares issued under the Placement.

The representations and warranties given in this clause 11 are taken as repeated by the Company on the date the Company gives to the Underwriter the certificate under clause 7.1.

---

## 12. Undertakings of Company

The Company must:

- 12.1 compliance** – in preparing for and performing its activities in connection with this Agreement and the Offer, comply with and not contravene:
- 12.1.1** this Agreement;
  - 12.1.2** the Constitution of the Company and any other constituent document; and or agreement to which the Company or any of its Subsidiaries is a party;
  - 12.1.3** any applicable law, including the ASX Listing Rules, the Corporations Act and any ASX waivers;
- 12.2 notice of breach or termination event** - give notice to the Underwriter



immediately of:

- 12.2.1** any breach of this Agreement including, but not limited to, a breach of an undertaking, representation or warranty;
- 12.2.2** any event occurring which gives or which, with the lapse of time or the satisfaction of a further condition, gives the Underwriter the right to terminate its obligations under this Agreement;
- 12.3 Offer Documents** – obtain the written consent of the Underwriter to the form and content of an Offer Document and any amendments to an Offer Document, prior to lodging or issuing such document;
- 12.4 public announcements** - not make any statement concerning the Offer Documents without the prior written consent of the Underwriter except to the extent required by law or the ASX Listing Rules;
- 12.5 issue of securities** - except for the Offer and the Placement, during the period commencing on the date of this Agreement and ending on the Closing Date, not make, agree to make or announce any issues of equity securities (as defined in the ASX Listing Rules) or any securities convertible into or exchangeable for equity securities, without the prior written consent of the Underwriter;
- 12.6 communication** - promptly provide the Underwriter with copies of any material communication to or from any Governmental Agency relating to the Offer, including ASIC, ASX or the Australian Taxation Office;
- 12.7 capital structure** - not alter, agree to alter or propose an alteration to the Company's capital structure without the prior written consent of the Underwriter; and
- 12.8 Certificate** - notify the Underwriter of any change in a material respect in any of the matters set out in a certificate required to be provided under this agreement as soon as practicable after that change becomes known to the Company.





---

## 13. Enquiries by Underwriter

### 13.1 Reasonable enquiries

**13.1.1** The Underwriter may make reasonable enquiries about the business, assets, liabilities, books and accounts of the Company and each Subsidiary as it requires for the purpose of the Offer and this Agreement.

**13.1.2** The Company must promptly give to the Underwriter all information which the Underwriter reasonably requests.

### 13.2 Specific information

In addition to the information in clause 13.1, the Company must promptly, upon request, give the Underwriter any other material or information relevant to the Offer.

---

## 14. Termination by Underwriter

### 14.1 Termination events

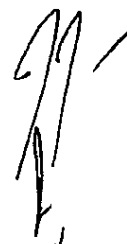
The Underwriter may terminate this Agreement by notice in writing to the Company, without cost or liability to the Underwriter, immediately if at any time prior to the issue of the Shortfall Shares:

**14.1.1 default** - the Company is in default of any of the obligations under this Agreement or breaches any warranty, representation or undertaking given under this Agreement which in the reasonable opinion of the Underwriter has or is likely to have a material adverse effect on the Offer, the Underwriter, the value of the Shares, the success of the Offer or a person's willingness to subscribe for Offered Shares;

**14.1.2 material change** - a material adverse change occurs after the date of this Agreement in the management, financial position, results of operations, prospects or financial position of the Company or a Subsidiary

**14.1.3 contravention** - the Company contravenes any of the following, which in the reasonable opinion of the Underwriter has or is likely to have a material adverse effect on the Offer or the success of the Offer or a person's willingness to subscribe for Offered Shares:

- (a) any law, regulation, authorisation, ruling, consent, judgment, order or decree of any Governmental Agency or rule of any securities exchange;



- (b) its Constitution or another constituent document;
- (c) an Encumbrance or document which is binding on:
  - (i) the Company or a Subsidiary; or
  - (ii) an asset of the Company or a Subsidiary;

**14.1.4 solvency** – an Insolvency Event occurs in relation to the Company or a Subsidiary:

**14.1.5 war** - an outbreak of new hostilities or a state of war, whether declared or not, arises after the date of this Agreement, or an escalation of hostilities already in existence occurs, involving:

- (a) Australia;
- (b) the United States of America; or
- (c) Mongolia,

which in the reasonable opinion of the Underwriter has or is likely to have a material adverse effect on the Offer, the value of the Shares, the success of the Offer or a person's willingness to subscribe for Offered Shares;

**14.1.6 Litigation** - litigation, arbitration, administrative or industrial proceedings are after the date of this Agreement commenced against the Company or a Subsidiary, other than any claims foreshadowed in the Offer Documents;

**14.1.7 Timetable** - any event specified in the Timetable is delayed by the Company by more than 5 Business Days without the prior written consent of the Underwriter (such consent not to be unreasonably withheld);

**14.1.8 certificate** - a certificate which is required to be provided by the Company under this Agreement contains a statement which is untrue, inaccurate, incomplete or misleading or deceptive in any material respect;

**14.1.9 Record Date** – the Record Date is not a date after the issue and allotment of Shares under the Placement;

**14.1.10 disclosures** - any information supplied by or on behalf of the Company to the Underwriter is or becomes misleading or deceptive in a material respect, including by way of omission;

**14.1.11 Offer Documents to comply** - the Offer Documents or any aspect of the Offer does not comply in any material respect with the Corporations Act or the ASX Listing Rules or any other applicable law including due to statement in the Offer

Documents which is or becomes misleading or deceptive or likely to mislead or deceive in a material respect, or omit any information that is required ;

**14.1.12 ASX:** ASX indicates to the Company in writing on or before the issue of the Offered Shares that they will not grant permission for the official quotation of the Offered Shares or ASX suspends quotation of the Offered Shares;

**14.1.13 withdrawal** - the Company withdraws the Offer;

**14.1.14 regulatory action** - there is an application to a Governmental Agency (including, without limitation, the Takeovers Panel) for an order, declaration (including, in relation to the Takeovers Panel, of unacceptable circumstances) or other remedy, or a Governmental Agency commences any investigation or hearing or announces its intention to do so, in each case in connection with the Offer (or any part of it) or any agreement entered into in respect of the Offer (or any part of it), and the application, investigation or hearing is not withdrawn or discontinued within 3 Business Days of its announcement;

**14.1.15 market or trading disruption** - there is:

- (a) a suspension or material limitation in trading in all securities quoted or listed on ASX, the London Stock Exchange, New York Stock Exchange or Hong Kong Stock Exchange for a period of three full trading days or more on which that exchange is open for trading; or
- (b) a general moratorium on commercial banking activities in Australia, the United States, Hong Kong or the Republic of China is declared by the relevant central banking authority in any of those countries; or
- (c) any materially adverse change or disruption to the existing financial markets or political conditions of Australia, Japan, Hong Kong, the Republic of China, the United Kingdom or the United States of America;

**14.1.16 change of law** - there is introduced into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a law or any new regulation is made under any law, or a Governmental Agency adopts a policy, or there is any official announcement on behalf of the Government of the Commonwealth of Australia or any State or Territory of Australia or a Governmental Agency that such a law or regulation will be introduced or policy adopted (as the case may be);

**14.1.17 material contracts** - any material contract of the Company or a Subsidiary is varied, terminated, rescinded or altered or

amended without the prior consent of the Underwriter or any material contract is breached or found to be void or voidable; or

**14.1.18 debt facilities** - any debt facility of the Company or a Subsidiary is terminated by the lender or amended in a material respect without the Underwriter's prior written consent.

## 14.2 Withdrawal of Offer

If the Underwriter terminates this Agreement under this clause, the Company shall, if required to do so by notice in writing from the Underwriter before Completion of the Offer, notify each Applicant of the termination of this Agreement by the Underwriter and, in the notice, give each Applicant the opportunity to elect by notice in writing to the Company within one (1) month of receipt of the notice from the Company to withdraw the Applicant's application for Shares and if the Applicant so elects the Company must return all of the Applicant's payment for Shares within one (1) month of receipt of the notice from the Applicant.

---

## 15. Indemnity

### 15.1 Indemnity

The Company agrees to indemnify and keep indemnified the Underwriter, its Related Bodies Corporate, and each of their respective officers, employees and advisers (each an **Indemnified Party** and collectively the **Indemnified Parties**) from and against all liabilities, losses, damages, costs or expenses (including reasonable legal costs on a solicitor and client basis) (but excluding consequential or other indirect loss including loss of profit) incurred or suffered by an Indemnified Party arising out of:

- 15.1.1 the Company failing to perform or observe any of its obligations under this Agreement or any other obligations binding on it;
- 15.1.2 any representation or warranty given by the Company under this Agreement proving to have been untrue or incorrect in any material respect;
- 15.1.3 any statement in the Offer Documents being false, misleading or deceptive or containing an omission;
- 15.1.4 the distribution of the Offer Documents or the making of the Offer;
- 15.1.5 any advertising or publicity of the Offer;
- 15.1.6 any review, inquiry or investigation undertaken by ASIC, ASX, the Australian Taxation Office or any other regulatory or Governmental Agency in relation to the Offer or the Offer Documents;
- 15.1.7 any of the circumstances referred to in clause 14; or

**15.1.8** any claim that an Indemnified Party has any liability under the Corporations Act or any other law in relation to the Issue.

Each of the subclauses of this clause 15.1 shall be construed independently and no paragraph shall be limited by implications arising from any other paragraph.

## **15.2 Benefits of indemnity**

Each Indemnified Party, whether or not a party to this agreement, shall be entitled to the benefit of this clause 15 and this clause 15 may be enforced on that Indemnified Party's behalf by the Underwriter.

## **15.3 Limit of indemnity**

The indemnities in clauses 15.1 and 15.2 do not apply:

- 15.3.1** to the extent any law does not permit indemnification for any penalties or fines which the person claiming the benefit of the indemnity must pay in respect of any contravention of the Corporations Act by that person, the Underwriter or any Indemnified Party;
- 15.3.2** in respect of liability which results from the wilful default, fraud or the gross negligence of the person claiming the indemnity, the Underwriter or any Indemnified Party other than an act or omission of which the Company has expressly approved in writing;
- 15.3.3** any other amount in respect of which the indemnities in clauses 15.1 and 15.2 would be illegal, void or unenforceable; or
- 15.3.4** except as required by law, any announcement, advertisement or publicity made or distributed by the Indemnified Party without the written approval of the Company in relation to the Offer or the Prospectus.

However, if it is alleged that any amount to which the indemnity applies results from the wilful default, fraud or the gross negligence of the person claiming the benefit of the indemnity, the Underwriter or the Indemnified Party, the Company agrees to pay, reimburse the amount in accordance with this clause 15 until such wilful default, fraud or gross negligence is established by a Court of final jurisdiction, at which time such amount must be repaid to the Company by the person concerned (unless such wilful, default, fraud or the gross negligence is manifest).

## **15.4 Preservation of rights**

The rights of an Indemnified Party under this agreement shall not in any way be prejudiced or affected by any approval given by that party in relation to the Offer or any of the Offer Documents, any consent to be named in the Offer Documents, any knowledge (actual or constructive) of any failure by the Company to perform or observe any of its

obligations under this Agreement, any termination by the Underwriter of its obligations to underwrite the Offer under clause 14 or any inaccuracy in any representation or warranty made or taken to have been made under this agreement or any other fact, matter or thing which might otherwise constitute a waiver of or in any way prejudice or affect any right of an Indemnified Party.

#### **15.5 The Underwriter's obligation to notify**

If the Underwriter becomes aware of any matter in respect of which an Indemnified Party wishes to claim for indemnification under this clause 15, the Underwriter shall promptly notify the Company of the substance of that matter.

#### **15.6 Conduct of proceedings**

If the Company gives the relevant Indemnified Parties an acknowledgment in form and substance reasonably acceptable to the Underwriter that the indemnity set out in this clause 15 will apply in respect of all losses, costs and expenses arising out of any proceedings, the Company may take over, conduct, negotiate, defend or settle those proceedings at its own expense. The Company shall diligently pursue any proceedings it takes over under this clause 15 and shall fully inform the Underwriter of the progress of those proceedings.

---

### **16. General**

#### **16.1 Governing law and jurisdiction**

This Agreement is governed by the laws of New South Wales. The Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

#### **16.2 Amendment**

The Parties may only amend this Agreement if each Party signs the written amendment.

#### **16.3 Waiver**

A provision of this Agreement or a right created under it may not be waived except in writing signed by the Party granting the waiver.

#### **16.4 Exercise of a right**

A Party may exercise a right at its discretion and separately or together with another right. If a Party exercises a single right or only partially exercises a right, then that Party may still exercise that right or any other right later. If a Party fails to exercise a right or delays in exercising a right, then that Party may still exercise that right later.

## **16.5 Remedies cumulative**

The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.

## **16.6 Continuing indemnities**

Each indemnity in this Agreement is:

- 16.6.1** a continuing obligation despite any settlement of account or the occurrence of any other thing, and remains in full force and effect until all money owing, contingently or otherwise, under the indemnity and has been paid in full;
- 16.6.2** is additional, separate and independent from the other obligations of the parties; and
- 16.6.3** survives termination of this Agreement.

It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

## **16.7 No merger**

The rights and obligations of the Parties will not merge on completion of any transaction under this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

## **16.8 Assignment**

- 16.8.1** This Agreement is for the benefit of the Parties and their successors and assigns. The Parties and their successors and assigns are bound by this Agreement.
- 16.8.2** A Party may only assign its rights under this Agreement after it obtains the written consent of each other Party.

## **16.9 Severance**

If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

## **16.10 Counterparts**



The Parties may execute this Agreement in two or more counterparts (including by facsimile or electronic transmission) and all counterparts together constitute one instrument.

#### **16.11 Consent or approval**

Subject to an express provision in this Agreement, a Party may in its absolute discretion give its consent or approval conditionally or unconditionally, or withhold its consent or approval.

#### **16.12 Entire Agreement**

This Agreement constitutes the entire agreement of the Parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.

#### **16.13 Further assurances**

Each Party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including but not limited to the execution of documents.

#### **16.14 Relationship**

Nothing in this Agreement constitutes the Parties as partners or agents of the other and no Party has any authority to bind the other legally or equitably save as expressly stated in this Agreement.

#### **16.15 Notices**

**16.15.1** A party may send a notice in connection with this Agreement by hand delivery, pre-paid post, email or facsimile transmission to another party at the address details set out below or in such other way as the recipient party may have last notified each other party in writing:

(a) **Company**

**Address:** Level 1, 330 Churchill Avenue, Subiaco WA 6008

**Facsimile:** (08) 9200 4468

**Email:**

**Attention:** Mr Brian McMaster

(b) **Underwriter**



**Address:** Room 2302 and 2303, 23<sup>rd</sup> Floor Tower,  
One Lippo Centre, 89 Queensway Hong  
Kong

**Email:** golden.rain@lippo-hongkong.com

**Attention:** Mr Davy Lee

**16.15.2** A notice is deemed to be received:

- (a) if sent by pre-paid post, on the second Business Day after the date of posting; or
- (b) if sent by facsimile transmission, on the next Business Day after the date the facsimile was sent in its entirety as shown by the transmission report produced by the sending machine; or
- (c) if sent by email, on the Business Day sent or, if sent on a day this is not a Business Day, on the next Business Day.

#### **16.16 Warranties of authority**

Each Party warrants and represents to each other Party that:

**16.16.1** it has the power to enter into and perform this Agreement;

**16.16.2** this Agreement is valid and binding on it and enforceable against it in accordance with its terms subject to any necessary stamping, the availability of any equitable remedies and to laws affecting creditors' rights generally; and

**16.16.3** it is able to pay its debts as and when they fall due, and no action has been taken towards winding it up or placing it in bankruptcy.

#### **16.17 GST**

**16.17.1** All amounts payable to the Underwriter under this Agreement (other than an amount for GST payable to the Underwriter under this clause 16.17) have been calculated without regard to GST.

**16.17.2** If the whole or any part of any such amount is the consideration for a taxable supply for which the Underwriter is liable to pay GST, the Underwriter may charge the Company, and the Company must pay the Underwriter, concurrently with the payment of that amount, an additional amount equal to the GST payable in respect of the taxable supply calculated on the basis that the value of the taxable supply is the amount payable for the taxable supply excluding any GST.

**16.17.3** The recovery of consideration for any taxable supply made

under this Agreement is subject to the Underwriter issuing to the Company a tax invoice in respect of the supply.

**16.17.4** Any reference to a cost or expense incurred by the Underwriter in this Agreement excludes any amount of GST forming part of the relevant cost or expense when incurred by the Underwriter for which the Underwriter can claim an input tax credit.



**Schedule 1**

**Opening/Closing Certificate**

To: Golden Rain Holdings Limited  
Rooms 2302 and 2303, 23<sup>rd</sup> Floor, Tower, One Lippo Centre  
89 Queensway Hong Kong

Attention: Mr. Davy Lee

1. To the best of the knowledge, information and belief of the directors of the Company, after due and proper enquiry:
  - (a) the Company has complied with all of its obligations required to be performed as at the date of this certificate in respect of the Offer whether arising under the Underwriting Agreement, the Company's constitution, the Corporations Act, ASX Listing Rules, statute, law or otherwise;
  - (b) the Company is not in default under the Underwriting Agreement and there has not been any breach by the Company of any of the terms, conditions and warranties given by the Company under that Agreement;
  - (c) were the representations and warranties in the Underwriting Agreement repeated as at the date of this certificate, they would still be true and correct; and
  - (d) none of the events referred to in clause 14 of the Underwriting Agreement have occurred.

except for any matter which has been disclosed by the Company to the Underwriter in writing as qualifying a specific assurance given in this certificate.

The Company acknowledges that any qualification set out in this Certificate does not limit the rights of the Underwriter under the Underwriting Agreement.

2. For the purposes of this certificate:
  - (a) "Underwriting Agreement" means the underwriting agreement dated on or about (\*) 2014 between Haranga Resources Limited and Golden Rain Holdings Limited; and
  - (b) words and expressions used in this certificate have the same meanings as in the Underwriting Agreement.

Dated:

.....



Signature of director

Signature of director

.....  
Name of director

.....  
Name of director

---

**Schedule 2**

**Shortfall Notice**

To: Golden Rain Holdings Limited  
Rooms 2302 and 2303, 23<sup>rd</sup> Floor, Tower, One, Lippo Centre  
89 Queensway Hong Kong

Attention: Mr. Davy Lee

1. The directors of the Company wish to confirm in writing that for the purposes of clause 7.1 of the Underwriting Agreement, the number of Shortfall Shares and the shortfall amount due and payable by (\*) is:

Shortfall  
Shares: \_\_\_\_\_ Amount: \_\_\_\_\_

Dated:

.....  
Signature of director

.....  
Signature of director

.....  
Name of director

.....  
Name of director

**Executed as an Agreement:**

EXECUTED by HARANGA )  
RESOURCES LIMITED (ACN 141 128 )  
841) in accordance with s127 of the )  
Corporations Act: )

*B. McMaster*  
Signature of Director

*[Signature]*  
Signature of Director/Secretary

BRIAN MCMASTER.  
Print Name

Jace Jnr.  
Print Name

EXECUTED by GOLDEN RAIN )  
HOLDINGS LIMITED in accordance with )  
its constituent documents and place of )  
incorporation )

*[Signature]*  
Signature of Authorised Person

.....  
Signature of Authorised Person

.....  
Office Held

.....  
Office Held

.....  
Name of Authorised Person  
(BLOCK LETTERS)

.....  
Name of Authorised Person  
(BLOCK LETTERS)