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Date	15 March 2012
To	Company Announcements Office ASX Limited Fax 1300 135 638
From	Corrs Chambers Westgarth Fax +612 9210 6611

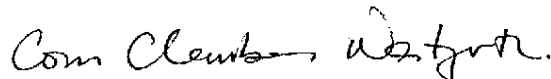
Acquisition of interest in Haranga Resources Limited – notice of change of interests of substantial holder

We act for Golden Rain Holdings Limited.

We **attach** a notice under s 671B of the *Corporations Act 2001* (Cth).

Yours faithfully

Corrs Chambers Westgarth



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Form 604**Corporations Act 2001
Section 671B****Notice of change of interests of substantial holder**

To: Company Name/Scheme Haranga Resources Limited
ACN/ARSN 141 128 841

1. Details of substantial holder (1)

Name 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 13/03/2012
The previous notice was given to the company on 22/12/2011
The previous notice was dated 22/12/2011

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 shares	14,470,000	7.35%	29,470,000	13.92%

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 or scheme, 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
13/03/2012	Golden Rain	Relevant interest under section 608(1) of the Corporations Act as a result of an acquisition under a private placement pursuant to the Subscription Agreement annexed as Annexure "B" to this notice.	A\$6,000,000.00 (at A\$0.40 per share)	15,000,000 ordinary shares	15,000,000
13/03/2012	Lippo Capital and each Controlled Entity	Relevant interest under section 608(3) of the Corporations Act.	N/A	15,000,000 ordinary shares	15,000,000

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 section 608(1) of the Corporations Act.	14,470,000 ordinary shares	14,470,000
Golden Rain	Golden Rain	Golden Rain	Relevant interest under section 608(1) of the Corporations Act.	15,000,000 ordinary shares	15,000,000

Lippo Capital and each Controlled Entity	Taycol Nominees Pty Ltd	Taycol Nominees Pty Ltd	Relevant interest under section 608(3) of the Corporations Act.	14,470,000 ordinary shares	14,470,000
Lippo Capital and each Controlled Entity	Golden Rain	Golden Rain	Relevant interest under section 608(3) of the Corporations Act.	15,000,000 ordinary shares	15,000,000

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/VARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

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

Name	Address
Golden Rain	c/o Room 2301, 23 rd Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong
Lippo Capital and each Controlled Entity	c/o 24 th Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong

Signature

print name Golden Rain Holdings Limited capacity Director

sign here *For and on behalf of*
GOLDEN RAIN HOLDINGS LIMITED

date 14/03/2012



.....
Authorized Signature(s)
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 7 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).
- (7) See the definition of "relevant agreement" in section 9 of the Corporations Act 2001. 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 identity 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 1 page referred to in Form 604 (Notice of change of interests of substantial holder) *For and on behalf of*
GOLDEN RAIN HOLDINGS LIMITED

Signature:



Name: Golden Rain Holdings Limited *Authorized Signature(s)*

Date: 14 March 2012

Controlled Entities

- Lippo Limited (and its subsidiaries)
- First Tower Corporation
- Skyscraper Realty Limited
- Lippo China Resources Limited (and its subsidiaries)
- Tamsett Holdings Limited (and its subsidiaries)

Annexure B

This is Annexure B of 20 pages referred to in Form 604 (Notice of change of interests of substantial holder) ~~For and on behalf of~~ **GOLDEN RAIN HOLDINGS LIMITED**

Signature:



Name: Golden Rain Holdings Limited *Authorized Signature(s)*

Date: 14 March 2012

HARANGA RESOURCES LIMITED
ACN 141 128 841
(Company)

and

GOLDEN RAIN HOLDINGS LIMITED
(Investor)

SUBSCRIPTION AGREEMENT

STEINEPREIS PAGANIN 
Lawyers & Consultants

THIS SUBSCRIPTION AGREEMENT is made the 13th day of March 2012

BETWEEN

HARANGA RESOURCES LIMITED (ACN 141 128 841) of Level 1, 33 Richardson St, West Perth Western Australia 6005, Australia (**Company**);

AND

GOLDEN RAIN HOLDINGS LIMITED, a company incorporated in the British Virgin Islands, BVI company number 1656891 of 3rd Floor, Omar Hodge Building, Wickhams Cay I, P.O. Box 362, Road Town, Tortola, British Virgin Islands (**Investor**).

RECITALS

- A. The Company is a public company limited by shares and listed on the ASX.
- B. The Investor has agreed to subscribe for the Subscription Shares at the Subscription Price and the Company has agreed to Issue the Subscription Shares to the Investor.
- C. The Parties have agreed to enter into this Agreement to record the terms of the Subscription.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Accounting Standards means:

- (a) the applicable accounting standards under the Corporations Act;
- (b) to the extent not inconsistent with the accounting standards described in paragraph (a), generally accepted accounting principles and practices in Australia consistently applied; and
- (c) to the extent not inconsistent with the accounting standards described in paragraphs (a) and (b), the standards, requirements and practices consistently applied by the Company in the past three financial years.

Accounts Date means 31 December 2011.

Agreement means the agreement constituted by this document and includes the recitals.

Application Form means the application form set out in Schedule 1.

Applicable Law means the constitution of the Company, the Corporations Act, the Listing Rules, the ASX Settlement Operating Rules, any regulatory guides published by ASIC and all other applicable laws and regulations in any jurisdiction.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the market which it operates.

ASX Settlement Operating Rules means the operating rules of ASX Settlement and Transfer Corporation Pty Ltd (ACN 008 504 532) in its capacity as a CS facility licensee.

Business Day means a day on which banks are open for business in Perth, Western Australia, excluding a Saturday or a Sunday or a public holiday.

Company Warranties means the representations and warranties given by the Company to the Investor pursuant to clause 4.1.

Confidential Information means all confidential, non-public or proprietary information regardless of how the Information is stored or delivered, exchanged between the Parties before, on or after the date of this Agreement relating to the business, technology or other affairs of the Party who provides the Information, but excludes information which:

- (a) is in or becomes part of the public domain other than through a breach of this Agreement or an obligation of confidence owed to the Party to whom the information belongs;
- (b) the information was already known to the recipient at the time of disclosure by the Party to whom the information belongs (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the recipient acquires from a source other than the Party to whom the information belongs, where such source is entitled to disclose it.

Corporations Act means the Corporations Act 2001 (Cth).

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any share or asset including, but not limited to, any retention of title; or
- (b) created or otherwise arising in or over any interest in any share or asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any or third party rights or interests and any agreement to grant or create any of the above.

Escrow Period means the 12 month period after the Subscription Date.

Event of Insolvency means, in relation to a corporation:

- (a) a receiver, manager, receiver and manager, trustee, administrator or similar officer is appointed in respect of a person or any material asset of a corporation;
- (b) a liquidator or provisional or interim liquidator is appointed in respect of a corporation;
- (c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:

- (i) appointing a person referred to in paragraphs (a) or (b);
 - (ii) winding up the relevant corporation; or
 - (iii) proposing or implementing a compromise with creditors (including a scheme of arrangement, other than to carry out a reconstruction or amalgamation while solvent);
- (d) a final order, judgment or award is made against the corporation which it fails to satisfy within 7 days of being required to do so;
- (e) the corporation becomes, or admits in writing that it is, is declared to be, or is deemed under any Applicable Law to be, insolvent or unable to pay its debts; or
- (f) anything analogous or having a substantially similar effect occurring in relation to a Group member.

Excluded Information means information which would be required to be disclosed as "excluded information" under subsection 708A(6)(e).

Group means in relation to either Party, entities directly or indirectly controlling, controlled by, or in common control with, that party and any Related Body Corporate of that Party.

Indemnified Losses means, in relation to any fact, matter or circumstance, all losses, costs, damages, expenses and other liabilities arising out of or in connection with that fact, matter or circumstance, including all reasonable legal and other professional expenses on a solicitor-client basis incurred in connection with investigating, disputing, defending or settling any claim, action, demand or proceeding relating to that fact, matter or circumstance (including any claim, action, demand or proceeding based on the terms of this Agreement).

Investor Current Shares means the Shares held by the Investor at the date of this document, being 14,470,000 Shares.

Investor Shareholding means, at any time, the total of all Shares held in the Company by the Investor (including its Group) at that time.

Investor Warranties means the representations and warranties given by the Investor to the Company pursuant to clause 4.2.

Listing Rules means the listing rules of ASX.

Option means an option to acquire a Share.

Party means a party to this Agreement and **Parties** means all of them.

Related Body Corporate has the meaning given that expression in the Corporations Act.

Restricted Securities means the Investor Current Shares and the Subscription Shares.

Settlement Date means the date that the Investor pays the Company the Subscription Price, being 14 March 2012, or such other day as agreed by the parties.

Share means an ordinary fully paid share in the capital of the Company.

Shareholder means, at any time, the registered holder of a Share.

Subscription means the subscription by the Investor for the Subscription Shares under this Agreement.

Subscription Date means 13 March 2012 or such other date as may be mutually agreed between the Parties.

Subscription Price means \$6,000,000 in aggregate for all the Subscription Shares or \$0.40 per Subscription Share.

Subscription Shares means, in relation to the Investor, 15,000,000 Shares, to be paid for and issued to the Investor in accordance with the terms and conditions of this Agreement.

Substantial Holding has the meaning given in the Corporations Act.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, two or more Parties binds or benefits all of them jointly and each of them severally;
- (c) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (d) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (f) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (g) reference to clauses, schedules, exhibits or annexures are references to clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) "includes" in any form is not a word of limitation; and
- (j) a reference to \$ or dollar is to Australian currency.

1.3 Knowledge and awareness of the Company

A reference in this Agreement to the Company's awareness or knowledge (in any grammatical form) will be taken to include all matters, facts and circumstances of which the Company or any officer or senior executive of the Company is actually aware or should reasonably have been aware had such persons made due and proper inquiries.

2. SUBSCRIPTION

2.1 Subscription and Issue

- (a) Subject to the terms and conditions of this Agreement, the Investor agrees to subscribe for, and the Company agrees to allot and issue to the Investor, the Subscription Shares at the Subscription Price.
- (b) Upon the signing of this Agreement the Investor must deliver to the Company the Application Form duly completed and executed by the Investor.
- (c) Upon the signing of this Agreement but prior to the completion of the Subscription as stated in clause 2.4, the Company shall not offer, solicit or contact any third party to subscribe for the Subscription Shares.

2.2 Payment of Subscription Price

- (a) Subject to the representations and warranties in clause 4.1 remaining true and correct at 9.00 am on the Settlement Date, the Investor must:
 - (i) pay to the Company the Subscription Price in accordance with clause 3; and
 - (ii) procure delivery to the Company written evidence of payment (in the form of a confirmation of receipt of payment from the bank referred to in clause 3) of the Subscription Price made under clause 2.2(a)(i).

2.3 Issue of Subscription Shares

Subject to the Investor complying with its obligations under clause 2.2, following the receipt by the Company of the Subscription Price in cleared funds, the Company must immediately:

- (a) issue to the Investor a certificate of receipt for payment of its Subscription Price, such certificate to provide an irrevocable right to the Investor to have the Subscription Shares issued to it by the Company;
- (b) allot and issue the Subscription Shares to the Investor or its nominee;
- (c) enter the Investor or its nominee in the Company's register of members as the holder of the Subscription Shares;
- (d) within two (2) Business Days of the receipt by the Company of the Subscription Price in cleared funds:
 - (i) despatch holding statements in respect of the Subscription Shares to the Investor in accordance with Applicable Law;

- (ii) apply to ASX for official quotation of the Subscription Shares in the same class and on the same terms as all other Shares quoted on ASX on the Subscription Date; and
 - (iii) take all other steps necessary to give effect to the allotment of the Subscription Shares to the Investor in accordance with Applicable Law;
- (e) following the receipt by the Company of the Subscription Price in cleared funds and issue of the Subscription Shares, the Company shall on the Settlement Date lodge with ASX a notice in accordance with section 708A(5)(e) of the Corporations Act; and
- (f) if the Company is unable to comply with the requirements of section 708A(5) of the Corporations Act for any reason, the Company shall, at its own expense, do everything necessary to ensure the Subscription Shares so allotted are able to be freely traded on ASX in compliance with the requirements of the ASX Listing Rules and the Corporations Act, including, if considered necessary by the Investor, lodging a disclosure document with ASIC in accordance with Chapter 6D of the Corporations Act.

2.4 Completion

The Parties acknowledge and agree that:

- (a) completion of the Subscription does not occur, and shall be taken not to have occurred, unless and until all of the conditions contained in, and obligations of the Parties under, clauses 2.2 and 2.3 have been satisfied; and
- (b) if any condition in clauses 2.2 and 2.3 is not satisfied, or any obligation specified in clauses 2.2 and 2.3 is not performed, on the due date then, without prejudice to any other rights of the Parties, any document delivered or payment made under those clauses must be returned to the Party that delivered such document or paid such amount.

2.5 Reasonable endeavours

The Company and the Investor must:

- (a) use their reasonable endeavours to obtain fulfilment of the requirements under this clause 2 applicable to it; and
- (b) keep each other informed of any circumstances which may result in any requirement under this clause 2 not being completed or satisfied in accordance with its terms.

2.6 Termination of Agreement

- (a) If any of the requirements under this clause 2 are not completed or satisfied or are not capable of being satisfied, this Agreement may be terminated at any time by the Company or the Investor by notice to the other Party.
- (b) If the Company fails to provide adequate responses to the Investor's reasonable legal due diligence requests and enquiries, the Investor may terminate this Agreement at any time by notice to the Company.

2.7 Covenants pending completion

In the period between the date of this Agreement and completion of the Subscription, the Company will not, and will ensure that each of its Group members does not:

- (a) convert all or any of its Shares into a larger or smaller number of shares;
- (b) reduce its share capital or enter into or resolve to approve the terms of a buy-back agreement;
- (c) dispose or agree to dispose of the whole or a substantial part of its business or property; or
- (d) charge or agree to charge the whole or a substantial part of its business or property.

3. MANNER OF PAYMENT

On or prior to 4 pm on the Settlement Date, the Investor must pay the Subscription Price in immediately available funds to the account with the following details (or as otherwise directed by the Company):

Account Name:	Haranga Resources Limited
Bank:	Westpac Banking Corporation
BSB:	036 011
Account:	428306
Swift Code:	APACAU2S

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties by Company

The Company represents and warrants to the Investor that, as at the date of this Agreement, the Subscription Date, the Settlement Date and separately as at the date on which the Subscription Shares are issued to the Investor (if different from the Settlement Date), except as otherwise fairly disclosed by the Company to the Investor in writing and countersigned by the Investor prior to the date of this Agreement, the following representations and warranties are true and correct:

- (a) **(Registration):** it is a corporation as that expression is defined in the Corporations Act having limited liability, registered (or taken to be registered) and validly existing under the Corporations Act;
- (b) **(Authority):** it has full power and authority to enter into this Agreement and to perform its obligations under it;
- (c) **(Corporate authorisations):** it has taken all necessary action to authorise the execution, delivery and performance by it of this Agreement in accordance with its terms;
- (d) **(Binding obligations):** this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;
- (e) **(Issue of Subscription Shares):** it has full power and authority and has obtained all third party consents necessary to allot and issue the Subscription Shares to the Investor in accordance with Applicable Law;

- (f) **(Subscription holding):** the issue of the Subscription Shares will give the Investor the equivalent number of Shares necessary to obtain a 7.08 % holding in the Issued Shares of the Company;
- (g) **(Securities on issue):** the Company has issued 196,750,002 Shares and 36,000,000 Options.
- (h) **(Shareholder approval):** shareholder approval is not required to undertake the Subscription, or to offer or issue the Subscription Shares and the issue of the Subscription Share complies with Listing Rule 7.1;
- (i) **(Encumbrances):** the Group has not granted or registered and there is not in existence any Encumbrance over any assets of the Group;
- (j) **(Ranking):** the Subscription Shares will be credited as fully paid and rank pari passu in all respects with all other Shares on issue;
- (k) **(Title to Subscription Shares):** upon issue of the Subscription Shares, the Investor will acquire full legal and beneficial title to the Subscription Shares, free and clear of any Encumbrance;
- (l) **(Accounts):** the statutory financial statements of the Company and the Group for the financial period ended on the last half year and full year of the Company, together with the notes thereto:
- (i) present fairly and accurately in all material respects the financial position of the Company and the Group at the dates indicated and the statements of operations of the Company and the Group for the periods specified;
 - (ii) have been prepared in conformity with A-IFRS or generally accepted accounting principles in Australia that were in effect at the date of , or period covered by, each such statement, as applicable;
- (m) **(Position since Accounts Date):** since the Accounts Date:
- (i) the Company and each Group member has conducted its business in a normal and proper manner;
 - (ii) there has been no deterioration in the values of any of the fixed assets or properties owned or held by the Company and each Group member such that the market value of any fixed asset or property is less than the value attributed to it in the statutory financial statements;
 - (iii) neither the Company nor any Group member has entered into any unusual contract or commitment or otherwise departed from its ordinary course of business;
 - (iv) there has been no deterioration in the turnover, financial or trading position or the prospects of any of the Company and each Group member;
 - (v) the Company and each Group member has paid its creditors within the times agreed with them;
- (n) **(No Event of Insolvency):** no Event of Insolvency has occurred in relation to the Company or a member of the Group, nor is there any act which

has occurred or to the best of its knowledge, is anticipated to occur which is likely to result in an Event of Insolvency in relation to the Company or a member of the Group;

- (o) **(No litigation):** the Company and any member of the Group is not a party to any investigation, prosecution, litigation, legal proceeding, arbitration, mediation or any other form of dispute resolution, and to the best of its knowledge no such proceedings are pending or threatened and there is no circumstance or fact that is likely to give rise to any such proceedings;
- (p) **(Compliance with Applicable Law):** the Company and each member of the Group is in compliance in all material respects with the Applicable Laws;
- (q) **(Subscription will comply with section 708A of the Corporations Act):** subject to the requirements of section 708A(6)(a), the Company is able to provide, and there is nothing preventing it from providing, a notice in accordance with section 708A(5)(e) and the offer of the Subscription Shares will be an offer to which section 708A of the Corporations Act applies;
- (r) **(Excluded Information):** the Company has taken all steps to ensure that there are no omissions of Excluded Information from the notice in accordance with section 708A(5)(e) and is not withholding any Excluded Information;
- (s) **(Continuous disclosure):** other than information set out in the notice in accordance with section 708A(5)(e), the Company has:
 - (i) complied with all material disclosure requirements under Applicable Law, including without limitation Listing Rule 3.1 and is not withholding any information; or
 - (ii) no Excluded Information which would be required to be disclosed under section 708A(6)(e);
- (t) **(Group companies):** the Company has full legal and beneficial ownership in the shares of each Group company;
- (u) **(Mining interests):** the relevant Group company may earn a majority interest or is the majority legal and beneficial owner of each of all tenements relevant to the operations of the Group, is in exclusive occupation of the interests and has a good and marketable title to the interests; and
- (v) **(Group business):** since the Accounts Date:
 - (i) the business of the Company and each Group member has been carried on in the ordinary and usual course;
 - (ii) there has been no change in the assets, total liabilities or financial condition or profitability of the Company or the Group from that set out in the last audited accounts except for changes in the ordinary course of business, or as notified to ASX on or before the date of this Agreement, none of which individually or in the aggregate could reasonably be expected to have a material adverse effect on the condition, financial or otherwise, of the Company and the Group;

- (iii) the business, assets, liabilities, financial position or prospects of the Company and the Group have not been materially or adversely affected by any matter, either financial or otherwise, except as notified to ASX on or before the date of this Agreement.

4.2 Representations and warranties by Investor

The Investor represents and warrants to the Company that, as at the date of this Agreement and separately as at the date on which the Subscription Shares are issued to the Investor, except as otherwise fairly disclosed by the Investor to the Company in writing prior to the date of this Agreement:

- (a) **(Authority):** It has full power and authority to enter into this Agreement and to perform its obligations under it;
- (b) **(Binding obligations):** this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms; and
- (c) **(No breach):** this Agreement and the Subscription does not conflict with or result in a breach of any of the Investor's legal obligations (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

4.3 Indemnity by Company

- (a) The Company indemnifies the Investor against all Indemnified Losses incurred by the Investor as a consequence of any matter or thing being found to be in breach of or inconsistent with the Company Warranties.
- (b) The maximum amount which the Investor may claim against the Company for a breach of the Company Warranties is 100% of the Subscription Price. A claim for breach of the Company Warranties shall not be made unless the amount of the Indemnified Losses reasonably claimed exceeds \$300,000 (in which event, for the avoidance of doubt, the Company shall be liable for the whole of that amount and not merely the excess).
- (c) The Company shall not be liable in respect of a claim in connection with a breach of Company Warranties unless the Investor has given written notice to the Company setting out reasonable details of the specific matter in respect of which the claim is made within 12 months after the Subscription Date.

4.4 Indemnity by Investor

- (a) The Investor indemnifies the Company against all Indemnified Losses incurred by the Company as a consequence of any matter or thing being found to be in breach of or inconsistent with the Investor Warranties.
- (b) The maximum amount which the Company may claim against the Investor for a breach of the Investor Warranties is 100% of the Subscription Price. A claim for breach of the Investor Warranties shall not be made unless the amount of the Indemnified Losses reasonably claimed exceeds \$300,000 (in which event, for the avoidance of doubt,

the investor shall be liable for the whole of that amount and not merely the excess).

- (c) The investor shall not be liable in respect of a claim in connection with a breach of Investor Warranties unless the Company has given written notice to the investor setting out reasonable details of the specific matter in respect of which the claim is made within 12 months after the Subscription Date.

5. VOLUNTARY ESCROW OF SHARES

- (a) Subject to clauses 5(c), 5(d) and 5(e), during the Escrow Period, the investor will not, and must procure that any controller (as that term is defined in the Listing Rules) of the Restricted Securities does not, do any of the following:
- (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities; or
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities,
- other than in all cases, a transfer or disposal of Restricted Securities to a Related Body Corporate of the investor, or any nominee holder of the Restricted Securities.
- (b) The investor hereby agrees in writing to the application of a holding lock to the Restricted Securities during the Escrow Period.
- (c) Clause 5(a) does not restrict the investor or any other controller (as that term is defined in the Listing Rules) of the Restricted Securities from taking any action with regard to its Restricted Securities where during the Escrow Period:
- (i) there is announced a takeover offer for the Company under the Corporations Act, or the Company announces a scheme of arrangement under Part 5.1 of the Corporations Act, or there is another form of transaction announced that could have the effect of control of the Company changing from the position as at the Subscription Date;
 - (ii) the Company announces a share buy-back, or reduction of capital.
- (d) For the avoidance of doubt, clause 5(a) does not affect the investor's rights attaching to the Restricted Securities, including the right to vote those shares at any meeting of the Company's shareholders convened at any time during the Escrow Period.
- (e) Clause 5(a) does not apply in the event that during the Escrow Period, the Company:
- (i) commits a material breach of any material contract, Accounting Standard or commits any form of fraud;

- (ii) commits a material breach of its continuous disclosure obligations under chapter 3 of the Listing Rules;
 - (iii) fails to release a maiden Australasian Joint Ore Resources Committee code compliant resource report for Bayantsogt; or
 - (iv) is not in possession of any interest in any material exploration or mining tenement or mining lease that it is in possession of at the date of this document.
- (f) If any of the events set out in clauses 5(c) or 5(e) occur, the restriction in clause 5(a) will immediately cease to apply without further notice and action, and the Company must take all action to remove any holding lock in place in connection with the Restricted Securities.

6. CONFIDENTIALITY

6.1 Disclosure of Confidential Information

All Confidential Information exchanged between the Parties under this Agreement or during negotiations preceding this Agreement is confidential to them and may not be disclosed to any person except:

- (a) employees, directors, officers, legal advisers auditors and other consultants of the Party or any of its Related Bodies Corporate requiring the information for the purposes of this Agreement;
- (b) with the consent of the Party who supplied the information which consent may be given or withheld in its absolute discretion;
- (c) if a Party is required to do so by any Applicable Law or a stock exchange; or
- (d) if a Party is required to do so in connection with legal proceedings relating to this Agreement.

7. ANNOUNCEMENTS

7.1 Public announcements

Subject to clause 7.2, no Party may, before or after the Subscription Date, make or send a public announcement, communication or circular concerning the transactions referred to in this Agreement unless it has first obtained the other Party's written consent. That consent is not to be unreasonably withheld or delayed and should be completed within 48 hours of signing this Agreement.

7.2 Public announcements required by law

Clause 7.1 does not apply to a public announcement, communication or circular required by any Applicable Law or a stock exchange, if the Party (including its Group) required to make or send it has, if practicable, first consulted and taken into account the reasonable requirements of the other Party.

8. COSTS AND STAMP DUTY**8.1 Costs and expenses**

The Company and the Investor agree to pay their own legal fees and other costs and expenses incurred in connection with the preparation, negotiation and completion of this Agreement and of other related documentation.

8.2 Stamp duty

The Company must pay all stamp duty (including fines and penalties) chargeable, payable or assessed in relation to this Agreement and the issue of the Subscription Shares to the Investor.

9. NOTICES**9.1 Requirements for Notice**

Each notice authorised or required to be given to a Party under this Agreement:

- (a) shall be in writing; and
- (b) may be delivered personally or sent by properly addressed and prepaid mail, facsimile or email,

and, in each case, must be addressed to the Party at its address set out in clause 9.2, or as the case may be to such other address as a Party may from time to time notify to the other Party pursuant to clause 9.3.

9.2 Address of Parties

The initial addresses of the Parties shall be as follows:

In the case of the Company:

Level 1, 33 Richardson St
West Perth WA 6005
Australia

Facsimile: INT + 61 8 9200 4469

Email: admin@haranga.com

Attention: The Company Secretary

In the case of the Investor:

Room 2301
23rd Floor
Tower One, Lippo Centre
89 Queensway
Hong Kong

Facsimile: INT + 852 2522 9842

Email: Davylee@lippo-hongkong.com

Attention: Lee Kwok Fai

9.3 Change of Address

A Party may from time to time change its address for receiving notices under or in connection with this Agreement by giving notice pursuant to clause 9.1 to the other Party.

9.4 Receipt of Notice

Any notice given pursuant to clause 9.1 will be conclusively deemed to have been received:

- (a) In the case of personal delivery, on the actual day of delivery if delivered prior to 5 pm (Perth time) on a Business Day or on the next following Business Day if delivered after 5 pm (Perth time) on a Business Day or on a day other than a Business Day;
- (b) If sent by mail to an address in the same country, on the second Business Day after the day of posting;
- (c) If sent by mail to an address in another country, on the tenth Business Day after the day of posting;
- (d) If sent by facsimile, on the day the facsimile was sent by clear transmission as verified by a transmission confirmation report; or
- (e) If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause, 24 hours after the email was sent.

10. MISCELLANEOUS

10.1 Variation

Variation of any term of this Agreement must be in writing and signed by the Parties.

10.2 Waiver

- (a) Waiver of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the Party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising upon default under this Agreement, does not result in a waiver of that right.
- (c) A Party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Agreement or on a default under this Agreement as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A Party may not rely on any conduct of another Party as a defence to exercise of a right, power, authority, discretion or remedy by that other Party.

10.3 Further assurance

Each Party must do all things and execute all further documents necessary to give full effect to the transactions contemplated by this Agreement.

10.4 Governing law and jurisdiction

This Agreement is governed by the law in force in the place in Western Australia. Each Party submits to the non-exclusive jurisdiction of the courts of Western Australia.

10.5 Time of essence

Time is of the essence of this Agreement in respect of any date or period determined under this Agreement.

10.6 Entire Agreement

This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

10.7 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

SCHEDULE 1 - APPLICATION FORM

APPLICATION FORM**HARANGA RESOURCES LIMITED****ACN 141 128 841****(Company)**

GOLDEN RAIN HOLDINGS LIMITED (Investor) hereby applies to the Company for (Insert) fully paid ordinary shares in the capital of the Company (**Shares**).

The Investor will transfer to the Company an amount of \$(Insert) in Australian dollars and in immediately available funds to the account nominated by the Company.

Details of the Investor:

Name: **GOLDEN RAIN HOLDINGS LIMITED**, a company incorporated in British Virgin Islands

Registered Office: 3rd Floor, Omar Hodge Building, Wickhams Cay I, P.O. Box 362, Road Town, Tortola, British Virgin Islands

Correspondence Address: Room 2301, 23rd Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong

Contact Person: (insert contact person's name or title)

Contact Number: (insert Subscriber's contact number)

By signing and lodging this Application Form with the Company, the Investor:

1. declares that the agreements, statements, declarations and acknowledgments contained in the following paragraphs are given for the benefit of the Company;
2. declares that all details and statements made by the Investor in this Application Form are complete and accurate;
3. agrees to be bound by the Constitution of the Company;
4. represents, warrants and undertakes to the Company that the Subscriber has/have full right and authority to sign and lodge this Application Form, to subscribe for the Shares and to perform the other obligations set out in this Application Form, and has taken all action and obtained all regulatory and other consents, approvals and authorisations necessary in that respect;
5. acknowledges that the Subscriber have/has made its/their own enquiries concerning the Company and its business and affairs and that the Company makes no representation or warranties to the Subscriber other than set out in the

Subscription Agreement dated on or about the same date as this Application Form (**Agreement**);

- 6. requests the Company to, upon receipt of this Application Form signed by the Investor, issue the Subscription Shares to the Investor pursuant to the Agreement;
- 7. declares that the Investor comes within the definition of a sophisticated investor or a professional investor for the purposes of Section 708(8) or 708(11) of the Corporations Act 2001 respectively;
- 8. acknowledges that this Application Form is irrevocable, subject to the Agreement; and
- 9. acknowledges that returning this Application Form with the application monies will constitute the Investor's offer to subscribe for Subscription Shares subject to the Agreement, and that no notice of acceptance of this Application Form will be provided.

NOTE: *Return of the Application Form with your payment of the application monies will constitute your offer to subscribe for the Shares. This Application Form is for the Subscriber and must not be passed onto any person without written permission from the Company.*

EXECUTED BY)
 Golden Rain Holdings Limited in)
 accordance with its constituent)
 documents and place of incorporation:)

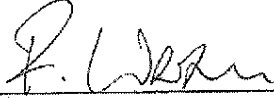
 Authorised Officer Print name

 Authorised Officer* Print name*

* Delete as appropriate

EXECUTED by the Parties as an agreement.

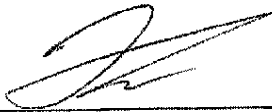
EXECUTED BY)
HARANGA RESOURCES LIMITED)
ACN 141 128 841)
In accordance with the Corporations Act:)



Director

ROBERT WRIXON

Print name



Director/~~Company Secretary~~*

ERDENE TS.

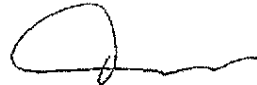
Print name

* Delete as appropriate

EXECUTED Lee Kwok Fai BY)
GOLDEN RAIN HOLDINGS LIMITED in)
accordance with its constituent)
documents and place of incorporation:)

Director

Authorised Officer



Lee Kwok Fai

Print name

~~Authorised Officer*~~

~~Print name*~~

* Delete as appropriate