

# Form 605

Corporations Act 2001  
Section 671B

## Notice of ceasing to be a substantial holder

To Company Name/Scheme SYRAH RESOURCES LTD  
ACN/ARSN 125 242 284

### 1. Details of substantial holder (1)

Name JPMorgan Chase & Co. and its affiliates  
ACN (if applicable) NA

The holder ceased to be a  
Substantial holder on 12/January/2018

The previous notice was given to the company on 15/January/2018

The previous notice was dated 11/January/2018

### 2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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
See Appendix	J.P. Morgan Securities LLC	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	2,106,342 (ordinary)	2,106,342 (ordinary)
See Appendix	J.P. Morgan Securities plc	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	308,866 (ordinary)	308,866 (ordinary)
See Appendix	J.P. Morgan Securities Australia Limited	Holder of securities subject to an obligation to return under a securities lending agreement	See Appendix	485,939 (ordinary)	485,939 (ordinary)

### 3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

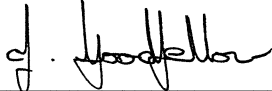
Name and ACN (if applicable)	Nature of association
J.P. Morgan Securities LLC	Subsidiary of JPMorgan Chase & Co.
J.P. Morgan Securities plc	Subsidiary of JPMorgan Chase & Co.
J.P. Morgan Securities Australia Limited	Subsidiary of JPMorgan Chase & Co.

#### 4. Addresses

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

Name	Address
JPMorgan Chase & Co.	270 Park Avenue, New York, NY, 10017, United States
J.P. Morgan Securities LLC	383 Madison Ave., New York, New York, NY, 10179, United States
J.P. Morgan Securities plc	25 Bank Street, Canary Wharf, London, E14 5JP, London, E14 5JP, England
J.P. Morgan Securities Australia Limited	Level 18, 85 Castlereagh Street, Sydney, NSW 2000, Australia
JF Asset Management Limited	21st Floor, Chater House, 8 Connaught Road Central, Hong Kong

#### Signature

Print name James Goodfellow Capacity JPMorgan Chase Bank, N.A.  
Sign here  date 16/January/2018

#### 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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Law.
- (3) See the definition of "associate" in section 9 of the Corporations Law.
- (4) 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 Law.
- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Given details, if appropriate, of the present association and any change in that association since the last substantial holding notice.



**Appendix: Prescribed information pursuant to prime broking arrangement disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	16-Jan-18				
<b>Company's name:</b>	SYRAH RESOURCES LTD				
<b>ISIN:</b>	AU000000SYR9				
<b>Date of change of relevant interests:</b>	12-Jan-18				
<b>Schedule</b>					
<b>Type of agreement</b>	Institutional Account Agreement				
<b>Parties to agreement</b>	JP Morgan Securities LLC for itself and as agent and trustee for the other J.P. Morgan Entities and Brown Brothers Harriman & Co(As Agent) and Cowen Execution Services LLC, (herein referred to as " <b>JPMS</b> ").  "J.P. Morgan Entities" means, as the context may require or permit, any and all of JPMSL, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC., J.P. Morgan Markets Limited, J.P. Morgan Securities Australia Limited, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Japan Co., Ltd and J.P. Morgan Prime Nominees Limited and any additional entity notified to the Company from time to time.				
<b>Transfer date</b>	<table> <thead> <tr> <th><u>Date</u></th><th><u>Quantity</u></th></tr> </thead> <tbody> <tr> <td>12-Jan-18</td><td>3,100,000</td></tr> </tbody> </table>	<u>Date</u>	<u>Quantity</u>	12-Jan-18	3,100,000
<u>Date</u>	<u>Quantity</u>				
12-Jan-18	3,100,000				
<b>Holder of voting rights</b>	JPMS is the holder of the voting rights from the time at which it exercises its right to borrow. Notwithstanding this, please note that the Company has the right to recall equivalent securities if it wishes to exercise its voting rights in respect of the securities.				
<b>Are there any restriction on voting rights</b>	Yes.				
If yes, detail	JPMS will not be able to exercise voting rights in circumstances where the Company has recalled equivalent securities from JPMS before the voting rights have been exercised. In these circumstances, JPMS must return the securities to the Company and the Company holds the voting rights.				
<b>Scheduled return date (if any)</b>	N/A. There is no term to the loan of securities.				
<b>Does the borrower have the right to return early?</b>	Yes.				
If yes, detail	JPMS has the right to return all and any securities or equivalent securities early at any time.				
<b>Does the lender have the right to recall early?</b>	Yes.				
If yes, detail	The Company has the right to recall all or any equivalent securities on demand.				
<b>Will the securities be returned on settlement?</b>	Yes. Settlement of the loan will occur when JPMS returns equivalent securities to the Company. There is no term to the loan of securities.				
If yes, detail any exceptions					

**Statement by JP Morgan Securities LLC.**

If requested by the Company to whom the prescribed form must be given, or if requested by ASIC, JP Morgan Securities LLC. will give a copy of the Institutional Account Agreement to the Company or ASIC.

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	16-Jan-18						
<b>Company's name:</b>	SYRAH RESOURCES LTD						
<b>ISIN:</b>	AU000000SYR9						
<b>Date of change of relevant interests:</b>	12-Jan-18						
<b>Schedule</b>							
<b>Type of agreement</b>	AMSLA						
<b>Parties to agreement</b>	JPMorgan Chase Bank, N.A. ("lender"), J.P. Morgan Securities Australia Limited ("borrower")						
<b>Transfer date</b>	<table> <tr> <td>Trade date</td><td>Quantity</td></tr> <tr> <td>26-Apr-17</td><td>390,000</td></tr> <tr> <td>11-Oct-17</td><td>37,141</td></tr> </table>	Trade date	Quantity	26-Apr-17	390,000	11-Oct-17	37,141
Trade date	Quantity						
26-Apr-17	390,000						
11-Oct-17	37,141						
<b>Holder of voting rights</b>	Borrower						
<b>Are there any restriction on voting rights</b>	Yes						
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA.						
<b>Scheduled return date (if any)</b>	None						
<b>Does the borrower have the right to return early?</b>	Yes						
If yes, detail	Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions.						
<b>Does the lender have the right to recall early?</b>	Yes						
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.						
<b>Will the securities be returned on settlement?</b>	Yes						
If yes, detail any exceptions	No exceptions						
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Australia Limited will give a copy of the AMSLA to that company or ASIC.						

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	16-Jan-18																				
<b>Company's name:</b>	SYRAH RESOURCES LTD																				
<b>ISIN:</b>	AU000000SYR9																				
<b>Date of change of relevant interests:</b>	12-Jan-18																				
<b>Schedule</b>																					
<b>Type of agreement</b>	Australian Master Securities Lending Agreement ("AMSLA")																				
<b>Parties to agreement</b>	National Australia Bank Limited ('lender'), J.P. Morgan Securities Australia Limited ('borrower')																				
<b>Transfer date</b>	<table> <tr> <th>Trade date</th><th>Quantity</th></tr> <tr> <td>7-Jun-17</td><td>100,000</td></tr> <tr> <td>8-Jun-17</td><td>50,000</td></tr> <tr> <td>22-Sep-17</td><td>9,524</td></tr> <tr> <td>22-Sep-17</td><td>4,761</td></tr> <tr> <td>26-Sep-17</td><td>300,000</td></tr> <tr> <td>9-Oct-17</td><td>51,356</td></tr> <tr> <td>20-Oct-17</td><td>166,000</td></tr> <tr> <td>2-Nov-17</td><td>1,000,000</td></tr> <tr> <td>20-Dec-17</td><td>30,000</td></tr> </table>	Trade date	Quantity	7-Jun-17	100,000	8-Jun-17	50,000	22-Sep-17	9,524	22-Sep-17	4,761	26-Sep-17	300,000	9-Oct-17	51,356	20-Oct-17	166,000	2-Nov-17	1,000,000	20-Dec-17	30,000
Trade date	Quantity																				
7-Jun-17	100,000																				
8-Jun-17	50,000																				
22-Sep-17	9,524																				
22-Sep-17	4,761																				
26-Sep-17	300,000																				
9-Oct-17	51,356																				
20-Oct-17	166,000																				
2-Nov-17	1,000,000																				
20-Dec-17	30,000																				
<b>Holder of voting rights</b>	Borrower																				
<b>Are there any restriction on voting rights</b>	Yes																				
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA.																				
<b>Scheduled return date (if any)</b>	None																				
<b>Does the borrower have the right to return early?</b>	Yes																				
If yes, detail	Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions.																				
<b>Does the lender have the right to recall early?</b>	Yes																				
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.																				
<b>Will the securities be returned on settlement?</b>	Yes																				
If yes, detail any exceptions	No exceptions																				
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Australia Limited will give a copy of the AMSLA to that company or ASIC.																				

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	16-Jan-18						
<b>Company's name:</b>	SYRAH RESOURCES LTD						
<b>ISIN:</b>	AU000000SYR9						
<b>Date of change of relevant interests:</b>	12-Jan-18						
<b>Schedule</b>							
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")						
<b>Parties to agreement</b>	State Street Bank and Trust Company ("lender") and J.P. Morgan Securities Australia Limited ("borrower")						
<b>Transfer date</b>	<table> <tr> <th>Trade date</th><th>Quantity</th></tr> <tr> <td>7-Jun-17</td><td>98,566</td></tr> <tr> <td>22-Sep-17</td><td>9,523</td></tr> </table>	Trade date	Quantity	7-Jun-17	98,566	22-Sep-17	9,523
Trade date	Quantity						
7-Jun-17	98,566						
22-Sep-17	9,523						
<b>Holder of voting rights</b>	Borrower						
<b>Are there any restriction on voting rights</b>	Yes						
If yes, detail	The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.						
<b>Scheduled return date (if any)</b>	None						
<b>Does the borrower have the right to return early?</b>	Yes						
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.						
<b>Does the lender have the right to recall early?</b>	Yes						
If yes, detail	Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.						
<b>Will the securities be returned on settlement?</b>	Yes						
If yes, detail any exceptions	No exceptions						
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Australia Limited will give a copy of the GMSLA to that company or ASIC.						

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	16-Jan-18						
<b>Company's name:</b>	SYRAH RESOURCES LTD						
<b>ISIN:</b>	AU000000SYR9						
<b>Date of change of relevant interests:</b>	12-Jan-18						
<b>Schedule</b>							
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")						
<b>Parties to agreement</b>	Caceis Bank, Luxembourg Branch ("lender") and J.P. Morgan Securities Plc ("borrower")						
<b>Transfer date</b>	<table> <tr> <th>Trade date</th><th>Quantity</th></tr> <tr> <td>14-Jun-17</td><td>48,200</td></tr> <tr> <td>9-Oct-17</td><td>6,190</td></tr> </table>	Trade date	Quantity	14-Jun-17	48,200	9-Oct-17	6,190
Trade date	Quantity						
14-Jun-17	48,200						
9-Oct-17	6,190						
<b>Holder of voting rights</b>	Borrower						
<b>Are there any restriction on voting rights</b>	Yes						
If yes, detail	The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.						
<b>Scheduled return date (if any)</b>	None						
<b>Does the borrower have the right to return early?</b>	Yes						
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery on a business day if notice of redelivery has been given within the standard market settlement period.						
<b>Does the lender have the right to recall early?</b>	Yes						
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time provided notification is given by the lender within standard market settlement period for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.						
<b>Will the securities be returned on settlement?</b>	Yes						
If yes, detail any exceptions	No exceptions						
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.						



**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	16-Jan-18												
<b>Company's name:</b>	SYRAH RESOURCES LTD												
<b>ISIN:</b>	AU000000SYR9												
<b>Date of change of relevant interests:</b>	12-Jan-18												
<b>Schedule</b>													
<b>Type of agreement</b>	Global Master Securities Lending Agreement ("GMSLA")												
<b>Parties to agreement</b>	Securities Finance Trust Company as agent ("lender") and J.P. Morgan Securities Plc ("borrower")												
<b>Transfer date</b>	<table> <tr> <th>Trade date</th><th>Quantity</th></tr> <tr> <td>29-Aug-17</td><td>541,000</td></tr> <tr> <td>7-Nov-17</td><td>62,000</td></tr> <tr> <td>29-Nov-17</td><td>86,000</td></tr> <tr> <td>11-Jan-18</td><td>67,000</td></tr> <tr> <td>11-Jan-18</td><td>557,000</td></tr> </table>	Trade date	Quantity	29-Aug-17	541,000	7-Nov-17	62,000	29-Nov-17	86,000	11-Jan-18	67,000	11-Jan-18	557,000
Trade date	Quantity												
29-Aug-17	541,000												
7-Nov-17	62,000												
29-Nov-17	86,000												
11-Jan-18	67,000												
11-Jan-18	557,000												
<b>Holder of voting rights</b>	Borrower												
<b>Are there any restriction on voting rights</b>	Yes												
If yes, detail	The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties.												
<b>Scheduled return date (if any)</b>	None												
<b>Does the borrower have the right to return early?</b>	Yes												
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery on a business day if notice of redelivery has been given within the standard market settlement period.												
<b>Does the lender have the right to recall early?</b>	Yes												
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time provided notification is given by the lender within standard market settlement period for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.												
<b>Will the securities be returned on settlement?</b>	Yes												
If yes, detail any exceptions	No exceptions												
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities plc will give a copy of the GMSLA to that company or ASIC.												

**Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.**

<b>Date:</b>	16-Jan-18
<b>Company's name:</b>	SYRAH RESOURCES LTD
<b>ISIN:</b>	AU000000SYR9
<b>Date of change of relevant interests:</b>	12-Jan-18
<b>Schedule</b>	
<b>Type of agreement</b>	Master Overseas Securities Borrowing Agreement
<b>Parties to agreement</b>	J.P. Morgan Securities Limited ("borrower") and The Northern Trust Company as agent ("lender")
<b>Transfer date</b>	Trade date                      Quantity  25-Jul-17                      79,000
<b>Holder of voting rights</b>	Borrower
<b>Are there any restriction on voting rights</b>	Yes
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is in clause 4(B)(vi) of the agreement.
<b>Scheduled return date (if any)</b>	None
<b>Does the borrower have the right to return early?</b>	Yes
If yes, detail	Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery.
<b>Does the lender have the right to recall early?</b>	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
<b>Will the securities be returned on settlement?</b>	Yes
If yes, detail any exceptions	No exceptions
<b>Statement</b>	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Limited will give a copy of the agreement to that company or ASIC.