JOHNSON WINTER & SLATTERY

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B2801

9 December 2014

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 + Stary

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

QV4

page 1/2

15 July 2001

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 141 128 841

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 entitles named in Annexure "A" to this notice (Controlled Entitles).

There was a change in the interests of the

substantial holder on 8 / 12 / 2014

The previous notice was given to the company

on <u>18/2/2013</u>

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	32,470,000	13.43%	52,320,000	19.99%

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
8/12/2014	Golden Rain	Shares issued pursuant to the Placement Agreement attached as Annexure B relevant interest under \$608(1) of the Corporations Act	A\$357,300	19,850,000 ordinary shares	19,850,000
8/12/2014	Lippo Capital and each of its Controlled Entities	Shares issued to Golden Rain pursuant to the Placement Agreement attached as Annexure B - relevant interest under s608(3) of the Corporations Act	As above	19,850,000 ordinary shares	19,850,000

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 securitles	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	17,460,000 ordinary shares	17,460,000
Golden Rain	Golden Rain	Golden Rain	Relevant interest under s608(1) of the Corporations Act	34,860,000 ordinary shares	34,860,000

page 2/2

604

15 July 2001

Lippo Capital and its Controlled Entities	Taycol Nominees Pty Ltd	Taycol Nominees Pty Ltd	Relevant interest under s608(3) of the Corporations Act	17,460,000 ordinary shares	17,460,000
Lippo Capital and its Controlled	Golden Rain	Golden Rain	Relevant interest under s608(3) of the Corporations Act	34,860,000 ordinary shares	34,860,000

5. Changes in association

Entities

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 th Floor, Tower One Lippo Centre, 89 Queensway Hong Kong

Signature

print name
sign here

Marshall Cooper

capacity: Director of Golden Rain

date 8 / 12 / 2014

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.

- (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.

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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 Copper

Capacity:

Director of Golden Rain

Date:

8 December 2014

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 15 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 Coop

Capacity: Director of Golden Rain

Date: 8 December 2014

PLACEMENT AGREEMENT

HARANGA RESOURCES LIMITED

GOLDEN RAIN HOLDINGS LIMITED

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

SYDNEY | PERTH | MELBOURNE | BRISBANE | ADELAIDE

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asmania)

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PLACEMENT AGREEMENT

DATE 6 December 2014

PARTIES

- 1 HARANGA RESOURCES LIMITED ACN 141 128 841 of Level 1, 330 Churchill Avenue, Subiaco WA Australia 6008 (the Company); and
- 2 GOLDEN RAIN HOLDINGS LIMITED, a company incorporated in the British Virgin Islands company number 1656891 of Rooms 2302 and 2303, 23rd Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong (the Investor).

RECITALS

- A The Company is a company listed on the ASX.
- B The Company has agreed to issue, and the Investor has agreed to subscribe for, the Subscription Shares on and subject to the terms in this document.

OPERATIVE PART

1 Definitions and Interpretation

1.1 Definitions

In this document:

Affiliate means, with respect to any person, any other person directly or indirectly Controlling, Controlled by, or under common Control with, that person.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691 or, as the context requires, the securities market operated by it.

Board means the board of directors of the Company.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in Perth, Australia and Hong Kong.

Completion means completion of the issue of the Subscription Shares in accordance with clause 3.

Condition has the meaning given to it in clause 3.1.

Control has the meaning given in section 50AA of the Corporations Act and Controlled and Controlling have corresponding meanings.

Corporations Act means the Corporations Act 2001 (Cth).

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, lien, charge, pledge, trust, power, title retention, preferential right, interest or arrangement, profit a prendre, easement, public right of way, restrictive or positive covenant or any agreement to create any of them or allow them to exist including any security interest as defined by the Personal Property Securities Act 2009 (Cth) and all regulations made under that Act.

Government Agency means any governmental, semi-governmental, municipal or statutory authority, instrumentality, organisation, body or delegate or administrative, monetary or financial authority, or self-regulatory organisation or stock exchange.

A person is Insolvent if:

- (a) the person is (or states that it is) a insolvent under administration or insolvent (each as defined in the Corporations Act);
- the person is in liquidation, in provisional liquidation, under administration or wound up or has had a controller (as defined in the Corporations Act) appointed to any part of its property;
- (c) the person is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent);
- (d) an application or order has been made (and in the case of any application, it is not stayed withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of paragraph (a), (b) or (c) above;
- (e) the person is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) the person is subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- (g) the person is otherwise unable to pay its debts when they fall due.

Listing Rules means the listing rules of ASX.

Nominee has the meaning given in clause 2.2(a).

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

Settlement Rules means the settlement and operating rules of ASX Settlement Pty Limited.

Shares means fully paid ordinary shares in the share capital of the Company.

Subscription Amount means \$357,300 in aggregate for all the Subscription Shares or \$0.018 per Subscription Share.

Subscription Shares means 19,850,000 Shares.

Subsidiary has the meaning given in the Corporations Act.

1.2 Interpretation

In this document, unless a contrary intention appears:

- (a) words or expressions importing the singular include the plural and vice versa;
- (b) words or expressions importing a gender include the other gender;
- words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
- (d) a reference to a party includes that party's successors and permitted assigns;

- (e) where a word or expression is defined or given meaning, another grammatical form has a
- any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this document;
- (g) a provision of this document shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document or the inclusion of the provision in this document;
- (h) a reference to this document or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (i) a reference to legislation or a provision of legislation includes:

corresponding meaning;

- (i) all regulations, orders or instruments issued under the legislation or provision; and
- (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (j) any recitals, schedule or annexure form part of this document and have effect as if set out in full in the body of this document;
- (k) a reference to dollars or \$ is a reference to Australian dollars;
- (l) a reference to a payment in immediately available funds refers to cash, a bank cheque the drawer of which is an Australian bank, a telegraphic transfer of cleared funds or a direct credit of cleared funds; and
- (m) where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act must be done, or the limit or period will expire, on the following Business Day.

2 Subscription for and issue of Subscription Shares

2.1 Subscription and issue

The Investor subscribes for (or procures that one or more Nominees will subscribe for) and the Company agrees to issue to the Investor (or one or more Nominees as applicable) the Subscription Shares for the Subscription Amount on the terms and conditions set out in this document.

2.2 Nomination

- (a) The Investor may nominate one or more of its affiliates (each a Nominee) to be the holder of the Subscription Shares, in whatever proportions the Investor decides. The Investor will give written notice of the identity of each Nominee to the Company at least two Business Days before Completion.
- (b) On receipt by the Company of the notice in clause 2.2(a), the Company agrees that each Nominee will have the benefit of the Investor's rights under this document (including the warranties in clause 6.1) and that such rights will be held by the Investor on trust for the benefit of each Nominee.

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3 Completion condition

3.1 Completion condition

Completion of the issue of the Subscription Shares under clause 4 is subject to and conditional upon the the appointment of Mr Marshall Cooper as Executive Chairman of the Board (the Condition).

3.2 Waiver

The Condition in clause 3.1 is for the benefit of the Investor and can only be waived by the Investor in writing.

3.3 Condition not satisfied

If the Condition in clause 3.1 is not satisfied or waived in accordance with clause 0 on or before 12 December 2014, the Investor may terminate this document with immediate effect.

4 Completion

4.1 Time and place

Completion will take place on the date that is one Business Day after the satisfaction or waiver of the Condition in clause 3.1, unless otherwise agreed by the parties in writing.

4.2 Obligations of the Investor

On Completion, the Investor must pay the Subscription Amount to the Company in immediately available funds as consideration for the issue to it (or any Nominee as applicable) of the Subscription Shares.

4.3 Obligations of the Company

On Completion, the Company must:

- (a) issue the Subscription Shares to the Investor (or any Nominee as applicable) free of any Encumbrances or other third party rights and in accordance with all applicable laws, the Settlement Rules and the Listing Rules;
- (b) the Company must give to the ASX a notice which complies with section 708A(6) of the Corporations Act in relation to the Subscription Shares; and
- (c) deliver an irrevocable instruction to the Company's share registry to:
 - (i) promptly enter the Investor (or if applicable, any Nominee) in the Company's register of members as the holder of the Subscription Shares; and
 - (ii) send to the Investor (or if applicable, any Nominee) at the Investor's address set out in clause 11 a holding statement for the holding of the Subscription Shares in the name of the Investor (or if applicable, any Nominee); and
- (d) take all other steps necessary to give effect to the allotment of the Subscription Shares to the Investor (or any Nominee as applicable) under all applicable law.

4.4 Interdependence

The requirements of clauses 4.2 and 4.3 are interdependent and must be carried out contemporaneously at Completion. No delivery or payment will be deemed to have been made until all deliveries and payments have been made.

5 ASX Quotation

As soon as practicable after the issue of the Subscription Shares, but in any event within two Business Days after Completion, the Company must apply to ASX for official quotation of the Subscription Shares on the ASX in the same class and on the same terms as all other Shares quoted on the ASX on the date of Completion and the Company shall at its own expense do all things necessary to ensure that the Subscription Shares are quoted and freely traded as soon as practicable on such terms and conditions as are usual for the quotation of securities. If any of the obligations in clauses 4.2 and 4.3 and 5 are not performed or satisfied, 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.

6 Warranties

6.1 Company's Representations and Warranties

The Company represents and warrants to the Investor that:

- (a) it is an Australian public company admitted to the Official List of the ASX;
- (b) it is validly existing under the laws of its place of incorporation;
- it has the power to enter into and perform this document and has obtained all necessary consents and authorisations to enable it to do so;
- this document constitutes valid and binding obligations upon it enforceable in accordance with its terms;
- (e) the agreement recorded in this document and the transactions contemplated by it do not conflict with or result in a breach or default by it of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default by it under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction or judgment to which it is a party or is subject or by which it is bound;
- (f) it is not Insolvent;
- (g) the most recent financial statements lodged by the Company with ASX in accordance with the Listing Rules give a true and fair view of the financial position, assets, liabilities and profits and losses of the Company as at the relevant balance date and are not misleading or deceptive in any material respect;
- it is not a party to any material pending or actual prosecution, litigation, arbitration or dispute resolution proceedings nor is the Company or any Subsidiary a party to any investigation, audit or other inquiry by a Government Agency;
- (i) the Shares have been granted official quotation by ASX for trading on the ASX;
- (j) immediately upon issue, the Subscription Shares will be fully paid ordinary shares in the capital of the Company, will rank equally in all respects with the then existing issued Shares and will be free from all competing rights (including pre-emptive rights or rights of first refusal), Encumbrances and other third party rights;
- (k) the issue of the Subscription Shares will not breach Listing Rule 7.1 or any other Listing Rule;
- (l) all the relevant requirements of section 708A of the Corporations Act (including section 708A(5)(e)) are fulfilled (or will be fulfilled) so as to enable an offer for sale of Subscription Shares without disclosure to investors within 12 months of the date of issue of the Subscription Shares;
- (m) the Subscription Shares will be freely tradeable and transferable;

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- (n) it has complied with the continuous disclosure requirements under the Listing Rules and is not aware of any information subject to an exception under Listing Rule 3.1A other than market disclosures to be made by the Company contemporaneously with execution of this document;
- (o) it is relying on the Case 1 exemption in section 708A(5) of the Corporations Act in relation to the Shares issued under this document and:
 - (i) the Shares issued under this document will be in a class of securities that:
 - (A) are quoted securities (as defined in the Corporations Act) of the Company at all times; and
 - (B) are quoted on a financial market operated by ASX without being suspended from trading for more than a total of 5 trading days during the 12 months before the date of issue of Shares issued under this document;
 - (ii) no:
 - (A) exemption under section 111AS or 111AT of the Corporations Act; or
 - (B) order under sections 340 or 341 of the Corporations Act,

does or will cover the Company, or any person, as a director or auditor of the Company, at any time in the 12 months before the issue of the Shares issued under this document;

- (p) ASIC has not, and will not before the date of the issue of the Shares under this document, make a determination for contravention by the Company within the previous 12 months of any of the provisions listed in section 708A(2) of the Corporations Act;
- (q) each offer for sale and each sale of Shares under this document will not be an offer or sale to which sections 707(3) or 707(4) of the Corporations Act applies so as to require the offeror or seller to prepare and lodge with ASIC a prospectus or other document relating to the offer or sale; and
- (r) it will not issue any Shares or rights to acquire Shares prior to the earlier of Completion or termination of this document, without the prior written consent of the Investor.

6.2 When warranties given

The representations and warranties in clauses 6.1 are made as at the date of this document and as at the time immediately before Completion.

6.3 Separate warranties

Each representation and warranty in clauses 6.1 is to be treated as a separate representation and warranty. The interpretation of any representations and warranties will not be restricted by reference to or inference from any other representations and warranties.

6.4 Acknowledgment

The Company acknowledges that it is not issuing the Subscription Shares for the purpose of the Investor (or any Nominee as applicable) selling or transferring all or any of the Subscription Shares, or granting, issuing or transferring interests in, or options over, the Subscription Shares.

7 Announcements

The Company must not make any announcement concerning the subscription by the Investor (or any Nominee) for the Subscription Shares or any related matter without the Investor's prior written approval, except where each of the following are satisfied in relation to the announcement:

- (a) the announcement is required by law, the Listing Rules or any Government Agency; and
- (b) the Company has, to the extent lawful, and practicable (having regard to time and its continuous disclosure obligations) first consulted with and taken into account the Investor's reasonable requirements.

8 Termination

8.1 Termination events

- (a) The Investor may terminate this document at any time before Completion by written notice to the Company if:
 - (i) any representation and warranty in clauses 6.1 is or becomes untrue, inaccurate or misleading;
 - (ii) any representation and warranty in clause 6.1 would be untrue, inaccurate or misleading if it were repeated on any date after the date of this document up to and including the Completion Date by reference to facts and circumstances then subsisting; or
 - (iii) there is a material breach by the Company of any other provision of this document.

8.2 Consequences of termination

- (a) A party's right of termination under this document is without prejudice to any other right or remedy it may have.
- (b) Termination of this document will be without prejudice to any party's obligations under this document which are expressed to continue following termination or any party's liability for any pre-termination breach of any provision of this document.

9 Indemnity

9.1 Indemnity

The Company agrees to indemnify and keep indemnified the Investor, 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:

- (a) the Company failing to perform or observe any of its obligations under this document or any other obligations binding on it;
- (b) any representation or warranty given by the Company in this document proving to have been untrue, inaccurate or misleading in any material respect;
- (c) any of the circumstances referred to in clause 8.1; or
- (d) any claim that an Indemnified Party has any liability under the Corporations Act or any other law in relation to the subscription of Subscription Shares under this document.

Each of the subclauses of this clause 9.1 shall be construed independently and no paragraph shall be limited by implications arising from any other paragraph.

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9.2 Benefits of indemnity

Each Indemnified Party, whether or not a party to this document, shall be entitled to the benefit of this clause 9 and this clause 9 may be enforced on that Indemnified Party's behalf by the Investor.

9.3 Preservation of rights

The rights of an Indemnified Party under this document shall not in any way be prejudiced or affected by any failure by the Company to perform or observe any of its obligations under this document, any termination by the Investor of its obligations under this agreement 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.

10 Miscellaneous

10.1 Independent Assessment

Each party acknowledges and agrees that:

- it has entered into this document freely and of its own volition based on its independent assessment of the merits of the transactions contemplated by this document;
- (b) it has had adequate opportunity to take, and has taken, independent professional advice regarding this document and the transactions contemplated by it and its decision to enter into this document and the transactions contemplated by it is its own independent decision taken at its own risk; and
- (c) it is acting solely for its own account in relation to this matter and neither it nor any of its directors, officers, employees, advisers or representatives has acted as adviser to the other party or is responsible for providing any advice to it.

10.2 No Waiver

A party waives a right under this document only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

10.3 Severance

If a provision of this document would, but for this clause, be unenforceable:

- (a) the provision will be read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of this document.

10.4 About This Document

- (a) This document records the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings. The agreement recorded in this document is immediately enforceable, subject to its own express terms.
- (b) This document may be amended only by written agreement of all parties.
- (c) This document may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart.
- (d) Each counterpart of this document constitutes an original of this document but the counterparts together constitute one and the same instrument.

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10.5 Governing Law and Jurisdiction

- (a) The laws of New South Wales govern this document.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

10.6 Costs

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A party will bear its own costs in relation to the negotiation, preparation and execution of this document and any further document required.

10.7 Further Acts

The parties must do all things reasonably required to facilitate the performance of the transactions contemplated by this document.

10.8 Assignment

A party may not assign its rights under this document except with the prior written consent of each other party and any purported assignment in contravention of this provision is void.

10.9 Set-off

Any payment obligations of the Investor to the Company under this document may at the election of the Investor at any time be set-off against any payment obligations of the Company to the Investor, including under any other document.

10.10 No Merger

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

11 Notices

- (a) Any notice or other communication (including, without limitation, any consent or waiver by the Investor under this document or in connection with this document) to be given under this document shall be in writing (which includes email) or may be sent by email in accordance with clause 11(b) and may be delivered or sent by post to the party to be served at, its address as follows:
 - (i) to the Company at:

Haranga Resources Limited Level 1 330 Churchill Avenue Subiaco WA 6008 Australia

Attention:

Mr Brian McMaster

(ii) to the Investor at:

Rooms 2302 and 2303, 23rd Floor Tower One, Lippo Centre 89 Queensway Hong Kong

Attention:

Mr. Davy Lee

M.,

or at such other address as it may have notified to the other party in accordance with this clause 11. Any notice or other document sent by post shall be sent by prepaid first class airmail.

- (b) Notices under this document may be sent by one party to the other party by use of electronic mail. E-mail notices shall be sent:
 - (i) for the Company:

Email:

bmcmaster@garrisoncapital.net

(ii) for the Investor:

Email:

golden.rain@lippo-hongkong.com

- (c) Any notice or other formal communication shall be deemed to have been given and shall be effective:
 - (i) if delivered, at the time of delivery;
 - (ii) if posted, at 9:00 am (Sydney time) on the fifth Business Day after it was put into post; or
 - (iii) if sent by email, on the date of transmission, if transmitted before 5:00 pm (Sydney time) on any Business Day, and in any other case on the Business Day following the date of transmission.
- (d) In proving service of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted by prepaid first class airmail and that the email was properly addressed and transmitted.
- (e) This clause 11 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this document.

EXECUTED as an agreement

EXECUTED by HARANGA RESOURCES LIMITED in accordance with section 127 of the Corporations Act 2001 by:)))	
S. — Director		Director/Secretary
Ba, AN MINASTER Name (BLOCK LETTERS)		JACK JAMES Name (BLOCK LETTERS)
EXECUTED by GOLDEN RAIN HOLDINGS LIMITED in accordance with its Constitution and the laws of the place of its incorporation:))	
Signature of Authorised Person		Signature of Authorised Person
Office Held		Office Held
Name of Authorised Person (BLOCK LETTERS)		Name of Authorised Person (BLOCK LETTERS)

EXECUTED as an agreement

EXECUTED by HARANGA RESOURCES LIMITED in accordance with section 127 of the Corporations Act 2001 by:))	
Director		Director/Secretary
Name (BLOCK LETTERS)		Name (BLOCK LETTERS)
EXECUTED by GOLDEN RAIN HOLDINGS LIMITED in accordance with its Constitution and the laws of the blace of its incorporation: Signature of Authorised Person)	Signature of Authorised Person Office Held
Name of Authorised Person BLOCK LETTERS)		Name of Authorised Person (BLOCK LETTERS)

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