Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme MGT Resources Limited

ACN/ARSN 131 715 645

1. Details of substantial holder(1)

Name Li Hai Jun

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on 1/4/2015

The previous notice was given to the company on 17 / 2 /2015

The previous notice was dated 17 / 2 /2015

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 fully paid share	22,830,000	7.2% (based on 318,157,040 ordinary share on issue)	19,430,000	6.1% (based on 318,157,040 ordinary share on issue)

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
1/4/2015	Li Hai Jun	Dilution as a result of off-market transfer of shares to Auskong International Mining Investment Co., Limited arising from Share Sale Agreement entered into between Hai Jun Li and Auskong International Mining Investment Co., Limited. A copy of the Share Subscription Agreement accompanies this notice and is marked **"Annexure A" (Note: Li Hai Jun and Hai Jun Li are the same person)**	Nil consideration	3,400,000 Fully paid ordinary shares	3,400,000

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
Li Hai Jun	Li Hai Jun	Li Hai Jun	Directly held	19,400,000	6.1%
Li Hai Jun	Po Kay Securities & Shares Co. Limited	Li Hai Jun	Indirectly held	30,000	0.01%

5. Changes in association

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

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	Not applicable

6. Addresses

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

Name	Address
Li Hai Jun	4-2-201 Qianmendong Street, Beijing, 100051, China
Po Kay Securities & Shares Co. Limited	14/F, Grand Building, 15-18 Connaught Road, Central, Hong Kong

Signature

print name **Jacqueline Butler** Capacity :**Company Secretary**

sign here J. Butler date **2 / 4 /2015**

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.

(2) See the definition of “associate” in section 9 of the Corporations Act 2001.

(3) See the definition of “relevant interest” in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The person’s votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

(7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

(8) If the substantial holder is unable to determine the identify of the person (eg. if the relevant interest arises because of an option) write “unknown”.

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

ANNEXURE A

SHARE SALE AGREEMENT

THIS ANNEXURE A OF FIFTEEN PAGES REFERRED TO IN FORM 604 NOTICE OF CHANGE OF INTERESTS OF SUBSTANTIAL HOLDER SIGNED BY ME.

J. Butler

Jacqueline Butler
Company Secretary
2/4/2015

Execution version
Date: 2/2/2015

Share sale agreement

Hai Jun Li
(**Vendor**)

And

Auskong International Mining Investment Co., Limited
(**Purchaser**)

Share sale agreement

Details

Date

Parties

Name	**Mr Hai Jun Li**
Short form name	**Vendor**
Notice details	4-2-201 Qianmendong Street, Beijing, China 100051 P.R.C. Email: victorlihaijun@hotmail.com Attention: Mr Hai Jun (Victor) Li

Name	**Auskong International Mining Investment Co., Limited (Hong Kong Company Number 2178046)**
Short form name	**Purchaser**
Notice details	Room 1617-8, Star House, 3 Salisbury Road, Tsim Sha Tsui, Hong Kong Facsimile: +86 10 5963 7188 Attention: Mr Qing Chun Cai

Background

A The Vendor is the registered holder and beneficial owner of the Sale Shares.

B The Sale Shares are ordinary fully paid shares.

C The Company and the Purchaser are parties to the Transaction Documents, under which the Company and the Purchaser have agreed to propose and implement the Proposed Investments.

D In order to implement the Proposed Investments, the Vendor has agreed to sell and the Purchaser has agreed to buy the Sale Shares on the terms and conditions set out in this agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

ASX means ASX Limited (ABN 98 008 624 691) or, if the context requires, the financial market operated by it.

Business Day means:

(a) for receiving a Notice under clause 9, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and

(b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Company means MGT Resources Limited ACN 131 715 645.

Completion means completion of the sale and purchase of the Sale Shares as contemplated by this agreement.

Completion Date means the fifth (5^{th}) Business Day after the date on which all the Conditions have been fulfilled (or waived under clause 2.2) or such other date as agreed by the parties in writing.

Conditions means the conditions set out in clause 2.1.

Conditions End Date means close of Business Day on 31 March 2015.

Conditions Precedent means the conditions precedent as defined in the Investments and Implementation Agreement.

Convertible Note Deed means the unsecured convertible note deed to be entered into between the Company and the Purchaser (as a noteholder) as part of the implementation of the Proposed Investments.

Corporations Act means the *Corporations Act 2001* (Cth).

Investments and Implementation Agreement means the master investment agreement entered into between the Company, the Purchaser (as an investor) and other relevant parties, under which the parties to that agreement have agreed upon the terms and conditions for initiating and implementing the Proposed Investments.

Option Deed means the option deed to be entered into between the Company and the Purchaser (as an option holder) as part of the implementation of the Proposed Investments.

Proposed Investments means the proposed investments to be made by the Purchaser to the Company, in accordance with the terms and conditions of the Transaction Documents, and by way of the following through the implementation of the Proposed Investments:

(a) the Purchaser subscribing for 30,000,000 newly issued fully paid ordinary shares of the Company for a subscription consideration of $1,500,000 under the terms of the Subscription Agreement;

(b) the Purchaser investing $1,500,000 by subscribing for 50,000,000 unsecured convertible notes under the terms of the Convertible Note Deed; and

(c) the Purchaser being issued 24,000,000 option of the Company, the exercise price of which is $1,200,000 under the terms of the Option Deed.

Purchase Price means $0 (Zero) per Sale Share.

Sale Shares means Three Million Four Hundred Thousand (3,400,000) of Shares.

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

Subscription Agreement means the subscription agreement to be entered into between the Company and the Purchaser (as a subscriber) as part of the implementation of the Proposed Investments.

Transaction means the sale of the Sale Shares by the Vendor to the Purchaser and any other transaction effected by this agreement.

Transaction Documents means:

(a) the Investments and Implementation Agreement;

(b) the Subscription Agreement;

(c) the Convertible Note Deed;

(d) the Option Deed; and

(e) this agreement,

and any other document required under those documents or for the transactions which they contemplate.

Warranties means each of the representations and warranties set out in clause 5.1.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to **A$**, **$A**, **dollar** or **$** is to Australian currency;

(f) a reference to time is to Sydney, Australia time;

(g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;

(k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;

(l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and

(m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Conditions precedent and exclusivity

2.1 Conditions

Completion must not occur until all of the following Conditions are fulfilled:

(a) the Investments and Implementation Agreement becoming binding and unconditional;

(b) completion of the other Transaction Documents; and

(c) all other consents necessary or relevant for the Transaction to take place without breaching any statute or agreement are granted and received;

2.2 Benefit of Conditions

The parties agree that:

(a) each of the Conditions is for the benefit of the Purchaser;

(b) a Condition may only be waived in writing by the Purchaser; and

(c) the waiver of a Condition will be effective only to the extent specifically set out in that waiver.

2.3 Conduct of the parties

The Purchaser must use all reasonable efforts within its own capacity to ensure that each Condition is fulfilled before 5.00pm on 31 March 2015.

2.4 Failure of Condition

Either party may terminate this agreement by giving notice in writing to the other party if one or more Conditions are not fulfilled by 5.00pm on 31 March 2015.

3. Sale and purchase

The Vendor as beneficial owner agrees to sell to the Purchaser or to procure a third party to sell to the Purchaser and the Purchaser agrees to buy from the Vendor (or third party) the Sale Shares:

(a) free from Encumbrances;

(b) with all rights, including dividend and voting rights, attached or accrued to them on or after the date of this agreement; and

(c) subject to this agreement.

4. Completion

4.1 Time and place

If all of the Conditions have been fulfilled or waived under clause 2.1, Completion will take place on the Completion Date at a time and place agreed by the parties.

4.2 Obligations of the Vendor

At or before Completion, the Vendor must:

(a) deliver to the Purchaser duly executed and completed transfers in favour of the Purchaser (or as the Purchaser directs in writing) of the Sale Shares in registrable form (except for the impression of stamp duty or other tax of a similar nature) together with the relevant share certificates (if any);

(b) produce to the Purchaser any power of attorney or other authority under which the transfers of the Sale Shares are executed (if applicable); and

(c) do all other things necessary or desirable to transfer the Sale Shares to the Purchaser and to complete the Transaction.

4.3 Obligations of the Purchaser

At Completion the Purchaser must pay the Purchase Price to the Vendor by bank cheque, telegraphic transfer to an account or accounts nominated by the Vendor or otherwise in cleared funds.

4.4 Completion interdependent

(a) Completion is dependent on:

(i) each party complying in full with its obligations under this clause 4 and completion of each other Transaction Document; and

(ii) all of the Conditions Precedent of the Investments and Implementation Agreement being fulfilled or waived (to the extent permitted under the Investments and Implementation Agreement) pursuant to that agreement,

and all completion obligations under clause 4 and each other Transaction Document are interdependent and taken to have occurred simultaneously at Completion.

(b) If any party does not comply in full with its obligations under clause 4 or there is a breach or non-fulfilment of a Condition Precedent or there is an act, failure to act, event, circumstance or occurrence which will prevent a Condition Precedent being satisfied by the Conditions End Date, then either party may, by notice in writing to the other party, elect not to complete and to terminate this agreement.

4.5 Conduct until the Sale Shares are registered

After Completion and until the Sale Shares are registered in the name of the Purchaser (or the Purchaser's nominee), the Vendor must take all other action in the capacity of the registered holder of the Sale Shares, as the Purchaser may lawfully require by notice in writing to the Vendor.

4.6 Purchaser's rights

If the Vendor has not complied with any provision of clause 4.2 on the date set for Completion, the Purchaser may:

(a) waive compliance with that provision;

(b) defer Completion to a date not more than five Business Days after the date set for Completion and the provisions of this clause 4 (including this clause 4.6) apply to Completion as deferred;

(c) proceed to Completion as far as practicable (without prejudice to its rights under this agreement); or

(d) terminate this agreement by notice in writing to the Vendor.

5. Representations and Warranties

5.1 Representations and Warranties by the Vendor

The Vendor represents and warrants to the Purchaser that each of the following statements is true and accurate at the date of this agreement and will be true and accurate on the Completion Date:

(a) the Vendor or the third party whom the Vendor procures to sell the Sale Shares is the registered holder and beneficial owner of the Sale Shares and there are no mortgages, charges, liens, restrictions against transfer or other encumbrances or interests of any person over or affecting the Sale Shares;

(b) the Vendor has the power and lawful authority to enter into and perform this agreement and this agreement constitutes a legal, valid and binding obligation on the Vendor, enforceable in accordance with its terms;

(c) there are no options or other entitlements of any kind over the Sale Shares;

(d) all facts in the recitals to this agreement are, and were when given, complete and accurate in all respects; and

(e) neither the Vendor nor any party related to it has taken any action under which any person is or may be entitled to a commission, brokerage or finder's fee in connection with the Transaction.

5.2 Application of the Warranties

Each of the Warranties:

(a) remains in full force and effect on and after the Completion Date despite Completion taking place;

(b) is separate and independent and is not limited by reference to any other Warranty or any other provision in this agreement; and

(c) is not affected by any investigation made by or on behalf of the Purchaser.

5.3 Right of termination

If, before Completion, there is a breach of or an inaccuracy in any of the Warranties, the Purchaser may, without prejudice to any other remedy available to it, immediately terminate this agreement by giving notice in writing to the Vendor.

5.4 Representations by the Purchaser

The Purchaser represents to the Vendor that each of the following statements is true and accurate at the date of this agreement and will be true and accurate on the Completion Date:

(a) the Purchaser is a validly existing corporation registered under the laws of its place of incorporation;

(b) the Purchaser has the power and lawful authority to enter into and perform this agreement and this agreement constitutes a legal, valid and binding obligation on the Purchaser, enforceable in accordance with its terms; and

(c) this agreement constitutes legal, valid and binding obligations on the Purchaser and the execution of this agreement of itself does not result in a breach of or default under any agreement or deed or any writ, order or injunction, rule or regulation to which the Purchaser or any of its subsidiaries is a party or to which they are bound; and

(d) the Purchaser and all parties related to it have not taken any action under which any person is or may be entitled to a commission, brokerage or finder's fee in connection with the Transaction.

5.5 Application of Representations by the Purchaser

Each of the representations by the Purchaser under clause 5.4:

(a) remains in full force and effect on and after the Completion Date despite Completion taking place; and

(b) is not affected by any investigation made by or on behalf of the Vendor.

6. Publicity

6.1 Substantial shareholder notice by Purchaser

The Vendor acknowledges that:

(a) the Purchaser must, under section 671B of the Corporations Act, serve on the Company and ASX within 48 hours after execution of this agreement, a substantial holding notice with respect to the Transaction; and

(b) such notice will include a copy of this agreement.

7. Termination

7.1 Agreement at an end

On termination of this agreement for any reason, this agreement ends as to its future operation.

7.2 Rights not affected

Termination of this agreement does not affect any accrued rights or remedies of a party.

8. Goods and services tax

8.1 Interpretation

Words or expressions used in this clause 8 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

8.2 Gross up of consideration

Despite any other provision in this agreement, if a party (**Supplier**) makes a supply under or in connection with this agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this agreement as **GST inclusive**):

(a) the consideration payable or to be provided for that supply under this agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and

(b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

8.3 Reimbursements (net down)

If a payment to a party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

9. Notices

Any communication under or in connection with this agreement:

(a) must be in writing;

(b) must be addressed as shown below:

The Vendor

Address:	4-2-201 Qianmendong Street, Beijing, China P.R.C.
Telephone:	+86 138 0106 8303
Email:	victorlihaijun@hotmail.com
For the attention of:	Mr Hai Jun (Victor) Li

The Purchaser

Address:	Room 1617-8, Star House, 3 Salisbury Road, Tsim Sha Tsui, Hong Kong
Facsimile:	+86 10 5963 7188
Email:	cai_youth@163.com
For the attention of:	Mr Qing Chun Cai

(or as otherwise notified by that party to the other party from time to time);

(c) must be signed by the party making the communication or by a person duly authorised by that party;

(d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, or sent by email to the addressee, in accordance with clause 1.1(b); and

(e) will be deemed to be received by the addressee:

(i) **(in the case of prepaid post)** on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting to an address outside Australia;

(ii) **(in the case of fax)** at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is not a Business Day, or is after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and

(iii) **(in the case of delivery by hand)** on delivery at the address of the addressee as provided in clause 1.1(b), unless that delivery is not made on a Business Day, or after 5.00pm on a Business Day, when that communication will be deemed to be received at 9.00am on the next Business Day; and

(iv) **(in the case of email)** if sent by email to the email address set out in clause 1.1(b), when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent.

10. General

10.1 Amendments

This agreement may only be varied by a document signed by or on behalf of each of the parties.

10.2 Consents or approvals

A party may:

(a) give conditionally or unconditionally; or

(b) withhold,

its approval or consent in its absolute discretion unless this agreement expressly provides otherwise.

10.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this agreement.

10.4 Counterparts

(a) This agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each counterpart is an original but the counterparts together are one and the same agreement.

(b) This agreement is binding on the parties on the exchange of duly executed counterparts.

(c) The parties agree that a copy of an original executed counterpart sent by facsimile machine to the facsimile number of the other party specified in clause 9(b) or sent by email to the email address of the other party specified in clause 9(b), instead of the original, is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.

10.5 No merger

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

10.6 Entire agreement

(a) This agreement, together with other Transaction Documents:

  (i) embodies the entire understanding of the parties and constitutes the entire terms agreed on between the parties; and

  (ii) supersedes any prior agreement (whether or not in writing) between the parties.

(b) Despite clause 10.6(a), any confidentiality obligations under the Transaction Documents continues to apply to the parties in accordance with its terms, except to the extent of any express inconsistency, in which case this agreement prevails.

10.7 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

10.8 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this agreement by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this agreement.

(b) Any waiver or consent given by any party under this agreement will only be effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of any term of this agreement will operate as a waiver of another breach of that term or of a breach of any other term of this agreement.

(d) Nothing in this agreement obliges a party to exercise a right to waive any conditional term of this agreement that may be in its power.

10.9 Relationship

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

10.10 Confidentiality

A party may only use confidential information of another party for the purposes of this agreement, and must keep the existence and the terms of this agreement and any confidential information of another party confidential except where:

(a) the information is public knowledge (but not because of a breach of this agreement) or the party has independently created the information;

(b) disclosure is required by law or a regulatory body (including a relevant stock exchange), in such a case, subject to any applicable laws or regulations, the disclosing party shall notify the other parties before making any disclosure and shall take into account any reasonable comment or request of the other parties for any such disclosure;

(c) the disclosure is to a party's professional advisers, bankers, financial advisers or financiers, if those persons undertake to keep the information disclosed confidential on terms consistent with the terms of this agreement; or

(d) disclosure is made to a person who must know for the purposes of this agreement on the basis that the person keeps the information confidential.

10.11 Announcements

A public announcement in connection with this agreement or any transaction contemplated by it must be agreed by the parties before it is made, except if required by law or a regulatory body (including a relevant stock exchange), in which case the party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of each other party.

10.12 Governing law and jurisdiction

This agreement is governed by the law of New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

10.13 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this agreement.

10.14 Payments

Unless otherwise expressly provided in this agreement, where an amount is required to be paid to a party (the **Receiving Party**) by another party under this agreement, that amount shall be paid:

(a) in immediately available and irrevocable funds by electronic transfer to a bank account or accounts notified by the Receiving Party in writing on or before the due date for payment, or in other such immediately payable funds as the parties may agree; and

(b) without deduction, withholding or set-off.

10.15 Assignment

The Vendor cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the Purchaser, which consent that the Purchaser should not unreasonably withhold. The Purchaser may assign, novate or otherwise transfer any of its rights or obligations under this agreement to a third party nominated by the Purchaser without the prior written consent of the Vendor, provided such assignment does not cause the Vendor to be in breach of any of its existing obligations or covenants owed by it to the Company and such assignment is in accordance with the applicable laws and listing rules.

Signing page

EXECUTED as an agreement.

Executed by **the Vendor**

Signature of witness

Signature of the Vendor

Xiang Li. manager.

Print name, Occupation, Address

Tower A Room 1203
Park Avenue International Building
No 16 Jianwai Street
ChaoYang District
Beijing, China

Li Hai Jun

Print Name

Executed by **the Purchaser**

蔡永春

Signature of director

Auskong International Mining Investment Co., Limited

Company Secretary

Cai Yong Chun

Name of director (print)

2015.02.09