K&L GATES

22 April 2013

By Facsimile Only: 1300 135 638

Company Announcements Office
ASX Limited
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Dear Sir

Initial Notice of a Substantial Holding

We attach an initial notice of a substantial holder submitted by Zheng Shizao and Henghou Industries (Hong Kong) Ltd in respect of their interest in Venturex Resources Ltd.

Yours faithfully

K&L Gates

K&L Gates

cc: Venturex Resources Ltd
By Facsimile: +61 8 9463 7836

PO Box Z5226
Perth WA 6000
DX 60701 Perth
klgates.com

Level 32
44 St Georges Terrace
Perth WA 6000
Australia
telephone: +61 8 9216 0900
facsimile: +61 8 9216 0901

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Venturex Resources Limited

ACN/ARSN 122 180 205

1. Details of substantial holder (1)

Name Henghou Industries (Hong Kong) Ltd and Zheng Shizao

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 16/04/2013

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares (Shares)	96,433,771	96,433,771	6.72%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Henghou Industries (Hong Kong) Ltd	Registered holder of Shares purchased under the Subscription Agreement dated 12 April 2013, a copy of which is annexed to this notice and marked Annexure A.	60,000,000
Henghou Industries (Hong Kong) Ltd	Registered holder of Shares purchased on-market.	36,433,771
Zheng Shizao	A relevant interest pursuant to section 608(3)(b) of the Corporations Act 2001 (Cth) as Henghou Industries (Hong Kong) Ltd is controlled by Zheng Shizao.	96,433,771

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	Henghou Industries (Hong Kong) Ltd	Henghou Industries (Hong Kong) Ltd	96,433,771

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	16/04/2013	$1,200,000		60,000,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	09/04/2013	$15,558		619,238
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	08/04/2013	$45,903		1,827,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	05/04/2013	$1,256		50,000

Henghou Industries (Hong Kong) Ltd and Zheng Shizao	04/04/2013	$31.813		1.241.718
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	27/03/2013	$11,256		400,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	26/03/2013	$13,095		465.358
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	22/03/2013	$26.733		950.000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	21/03/2013	$11,256		400,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	20/03/2013	$57.629		1,979,644
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	19/03/2013	$3,575		120,356
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	27/02/2013	$4,362		120.567
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	26/02/2013	$1.962		54.221
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	22/02/2013	$13,588		366,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	21/02/2013	$95.464		2.713.971
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	20/02/2013	$37,817		1.032,261
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	19/02/2013	$48.818		1,271,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	18/02/2013	$17,544		498,766
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	15/02/2013	$3,618		100,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	14/02/2013	$10.553		300,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	12/02/2013	$57.161		1.625,038
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	11/02/2013	$35,176		1.000,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	08/02/2013	$51,771		1,471,810
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	07/02/2013	$15,745		447,611
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	04/02/2013	$16,405		480,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	31/01/2013	$89,674		2,353,330
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	30/01/2013	$85.609		2.241.670
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	29/01/2013	$37,562		983,545
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	25/01/2013	$3,819		100.000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	24/01/2013	$153.996		3,830.000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	23/01/2013	$136,178		3.400,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	22/01/2013	$51,858		1,300,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	21/01/2013	$13.467		335,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	18/01/2013	$44,220		1,150,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	17/01/2013	$27,878.70		800,000
Henghou Industries (Hong Kong) Ltd and Zheng Shizao	15/01/2013	$12,285.01		406,667

6. **Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

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

7. **Addresses**

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

Name	Address
Henghou Industries (Hong Kong) Ltd	59F Bank of China Tower 1 Garden Road Central Hong Kong
Zheng Shizao	No. 328 Wangchun Road, Ningbo, Zhejiang, China

Signature

print name	Zheng Shizao	capacity	Director
sign here	郑士超	date	19/04/2013

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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

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

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.

(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) Details of the consideration must include any and all benefits, moneys 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

ANNEXURE A

Venturex Resources Limited ACN 122 180 205
Subscription Agreement

This is Annexure A referred to in Form 603(Notice of initial substantial holder) and I, Zheng Shizao, certify that the attached agreement is a true copy of the relevant subscription agreement of 9 pages between Venturex Resources Limited and Henghou Industries (Hong Kong) Limited , which was signed by me and dated 12 April 2013.

Signature

Director
Position

VENTUREX RESOURCES LIMITED
ACN 122 180 205
(Company)

and

HENGHOU INDUSTRIES (HONGKONG)LIMITED
(an entity registered in Hong Kong)
(Subscriber)

SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made the 12th day of April 2013

BETWEEN

VENTUREX RESOURCES LIMITED (ACN 122 180 205) of Level 2, 91 Havelock Street, West Perth, Western Australia **(Company)**;

AND

HENGHOU INDUSTRIES (HONGKONG) LIMITED, (an entity registered in Hong Kong)of No. 328 Wangchun Road, Ningbo, Zhejiang, China **(Subscriber)**.

RECITALS

A. The Subscriber has agreed to subscribe for and the Company has agreed to issue the Placement Shares at the Subscription Price.

B. The Parties enter into this Agreement to record the terms of the Subscription.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement:

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

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of the ASX as amended from time to time.

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.

Completion means completion of the Subscription on the Subscription Date in accordance with this Agreement.

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

Partymeans a party to this Agreement and **Parties** means both of them.

Placement Shares means 60,000,000 Shares.

Sharemeans a fully paid ordinary share in the capital of the Company.

Shareholdermeans a holder of Shares.

Subscriptionmeans the subscription by the Subscriber for the Placement Shares at the Subscription Price in accordance with the terms of this Agreement.

Subscription Datemeans 17 April 2013, or such other date as agreed by the Parties in writing.

Subscription Pricemeans A$0.02 per Placement Share, being an aggregate amount of A$1,200,000.

WST means Western Standard Time, as observed in Perth, Western Australia.

2. SUBSCRIPTIONFOR AND ISSUE OF PLACEMENT SHARES

The Subscriber (or its nominee) must subscribe for and pay the Subscription Price for the Placement Shares and the Company must issue the Placement Shares to the Subscriber (or its nominee) on the terms and conditions of this Agreement.

3. COMPLETION

3.1 Subscription and payment of Subscription Price

(a) On or before the Subscription Date, the Subscriber must deliver to the Company an application form duly executed by the Subscriber (or its nominee), in the form set out in the Scheduleto this Agreement, or any other form that the Company agrees to accept.

(b) On the Subscription Date, the Subscriber must pay to the Company the Subscription Price in Australian Dollars into the Company's nominated account, as directed by the Company not less than 2 Business Days before the Subscription Date.

3.2 Allotment and Issueof the Placement Shares

Subject to the Subscriber (or its nominee) subscribing for the Placement Shares in accordance with clause 3.1, the Company must on the Subscription Date:

(a) allot and issue the Placement Shares to the Subscriber (or its nominee);

(b) record the Subscriber (or its nominee, as applicable) as the holder of the Placement Shares in its register of members and provide to the Subscriber (or its nominee, as applicable) a holding statement showing the Subscriber (or its nominee, applicable) as the holder of the Placement Shares;

(c) take all other steps required under its constitution, the ASX Listing Rules and the Corporations Act to constitute and evidence the Subscriber (or its nominee) as the holder of the Placement Shares; and

(d) apply to ASX for official quotation of the Placement Sharesimmediately after Completion andgive to ASX an Appendix 3B in relation to the Placement Shares.

3.3 Free tradability

(a) The Company must do all things which are necessary or desirable to ensure that the Placement Shares are freely tradeable without restriction, including by providing to ASX, before commencement of trading on the ASX on the Subscription Date a notice in accordance with section 708A(6) of the Corporations Act (**Cleansing Statement**).

(b) If the Company does not issue a Cleansing Statement or that Cleansing Statement for any reason is not effective to ensure that an offer for sale of the Placement Share does not require disclosure to investors, then the Company must within 15 Business Days of the Subscription Date lodge with the Australian Securities and Investments Commission a prospectus prepared in accordance with Chapter 6D of the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act.

4. REPRESENTATIONS AND WARRANTIES

4.1 Company's representations and warranties

The Company represents and warrants to the Subscriber that each of the following statements is correct and not misleading in any material respect on the date of this Agreement and will be correct and not misleading in any material respect as at the Subscription Date:

(a) **(Authority)**: it has full power and authority to enter into this Agreement and to perform its obligations under it;

(b) **(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;

(c) **(Allotment of securities)**: it has full power and authority necessary to allot and issue the Placement Shares and the Placement Shares once issued will be free from encumbrances and rank equally with all other Shares then on issue;

(d) **(Binding obligations)**: this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms; and

(e) **(No breach)**: this Agreement and the Subscription do not conflict with or result in a breach of any obligation (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, ASX Listing Rule, rule or regulation to which it is a party or is subject or by which it is bound.

4.2 Indemnity by Company

(a) The Company indemnifies the Subscriber against all damages, losses, liabilities and expenses incurred by the Subscriber as a direct consequence of any matter or thing being found to be in breach of the representations and warranties given by the Company in clause 4.1.

(b) The maximum amount which the Subscriber may claim against the Company for a breach of warranty is the aggregate Subscription Price (being A$1,200,000). A claim for breach of warranty may not be made unless the amount of the demonstrated loss for the breach in question is at least A$10,000.

4.3 Subscriber's representations and warranties

The Subscriber represents and warrants to the Company that each of the following statements is correct and not misleading in any material respect on the date of this Agreement and will be correct and not misleading in any material respect as at the Subscription Date:

(a) **(Authority)**: it has full power and authority to enter into this Agreement and to perform its obligations under it;

(b) **(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;

(c) **(Binding obligations)**: this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms; and

(d) **(No breach)**: this Agreement and the Subscription does not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constituent documents orany 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.

4.4 Indemnity by Subscriber

The Subscriber indemnifies the Company against all damages, losses, liabilities and expenses incurred by the Company as a direct consequence of any matter or thing being found to be in breach of the representations and warranties given by the Subscriber in clause 4.3.

5. NOTICES

(a) Each notice authorised or required to be given to a Party must be in writing and may be delivered personally or sent by properly addressed and prepaid mail or facsimile in each case addressed to the Party at its address set out in clause 5(b), or to such other address as it may from time to time notify to the other Party.

(b) The initial address of the Parties shall be as follows:

Party	Address	Attention	Facsimile
Company	Level 2, 91 Havelock Street West Perth WA 6005 AUSTRALIA	The Company Secretary	+61 8 9463 7836
Subscriber	No. 328 Wangchun Road Ningbo Zhejiang 315016 CHINA	Mr ZhengShizao	+86 57487054781

(c) Each Party may from time to time change its address by giving notice pursuant to clause 5(a) to the other Party.

(d) Any notice given pursuant to clause 5(a) will be conclusively deemed to have been received:

(i) in the case of personal delivery, on the actual day of delivery if delivered prior to 5:00pm (WST) on a Business Day or on the next following Business Day if delivered after 5:00pm (WST) on a Business Day or on a day other than a Business Day;

(ii) if sent by mail, on the second (or tenth if posted to an overseas address) clear Business Day after the day of posting; or

(iii) if sent by facsimile, on the day the facsimile was sent by clear transmission.

6. MISCELLANEOUS

6.1 Costs and duty

Each party must pay its own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this Agreement, except for duty. The Subscriber must pay all duty (including fines and penalties) chargeable, payable or assessed in relation to this Agreement and the Subscription.

6.2 Waiver

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived inwriting, signed by the Party to be bound by the waiver.

6.3 Remedies cumulative

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

6.4 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.

6.5 Governing law and jurisdiction

This Agreement is governed by the laws of Western Australia, Australia. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, Australia

6.6 Time of essence

Time is of the essence of this Agreement.

6.7 Sole understanding

This Agreementexpresses and incorporates the sole understandingbetween the Parties in relation to its subject matter and supersedes and excludes any prior or collateral negotiation, representation, understanding, communication or agreement by or between the Parties in relation tothe Subscription.

6.8 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document. The exchange of signature pages by facsimile transmission, electronic mail (including PDF), or by any other means, shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original agreement for all purposes.

SCHEDULE – APPLICATION FORM

Henghou Industries (Hong Kong) Limited(**Subscriber**) hereby applies to Venturex Resources Limited (ACN 122 180 205) (**Company**) for 60,000,000 fully paid ordinary shares in the capital of the Company at an issue price of A$0.02 per Share (**PlacementShares**).

The Subscriber will electronically transfer to the Company's nominated accountthe sum of A$1,200,000(**Subscription Price**) as payment for the Placement Shares.

Subscriber's details:

Name:	Henghou Industries (Hong Kong) Limited
Address:	No. 328 Wangchun Road, Ningbo, Zhejiang, 315016, China
Contact person:	Mr ZhengShizoo
Contact number:	+86 574 87054781

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

1. declares that the agreements, statements, declarations and acknowledgments contained in the following paragraph are given for the Company's benefit;
2. declares that all details and statements made by the Subscriber in this Application Form are complete and accurate;
3. agrees to be bound by the Company's Constitution;
4. represents, warrants and undertakes to the Company that the Subscriber has full right and authority to sign and lodge this Application Form, to subscribe for the Placement 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 has made its own enquiries concerning the Company and its business and affairs and that the Company makes no representation or warranty to the Subscriber other than those set out in the Subscription Agreement dated the same date as this Application Form;
6. request the Company, upon its receipt of this Application Form signed by the Subscriber, to issue the Placement Shares to the Subscriber (or its nominee);
7. declares that the Company is not required to provide to the Subscriber a prospectus or other disclosure document for the issue of the Placement Shares because the Subscriber comes within one of the stated exceptions in section 708 of the *Corporations Act 2001* (Cth);
8. acknowledges that this Application Form is irrevocable; and
9. acknowledges that the return of this Application Form constitutes the Subscriber's offer to subscribe for the Placement Shares and that no notice of acceptance of this Application Form will be provided to the Subscriber.

Return of the Application Form together with payment of the Subscription Price constitutesan offer by the Subscriber to subscribe for the Placement Shares. This Application Form is for the Subscriber and must not be passed onto any person without the Company's prior written permission.

Executed by **HENGHOU INDUSTRIES (HONGKONG) LIMITED** in accordance with its constituent documents and place of formation by being signed by those persons who are authorised to sign for the company:

____
Signature of Director

Zheng shizao
____
Full name (print)

No. 328 Wangchun Road, Ningbo Zhejiang 315016CHINA
____
Usual address (print)

EXECUTED by the Parties as an agreement.

Executed by
VENTUREX RESOURCES LIMITED
ACN 122 180 205
in accordance with Section 127 of the
Corporations Act 2001 (Cth)

Signature of Director

MICHAEL MULRONEY

Name of Director (print)

Signature of ~~Director~~/Company Secretary
(Please delete as applicable)

TREVOR HART

Name of Director/Company Secretary (print)
(Please delete as applicable)

Executed by **HENGHOU INDUSTRIES (HONGKONG) LIMITED** in accordance with its constituent documents and place of formation by being signed by those persons who are authorised to sign for the company:

Signature of Director

Zheng shizao

Full name (print)

No. 328 Wangchun Road, Ningbo Zhejiang 315016CHINA

Usual address (print)