

**Form 603****Corporations Act 2001  
Section 671B****Notice of initial substantial holder**To Company Name/Scheme Bannerman Resources LimitedACN/ARSN ACN 113 017 128**1. Details of substantial holder (1)**Name Regent Pacific Group Limited and each of its related bodies corporate listed in Annexure A, each of which has given authority to Regent to lodge this notice on its behalf (together, "Regent Group")ACN/ARSN (if applicable) N/AThe holder became a substantial holder on 3 June 2009**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)
Ordinary shares	10,000,000	10,000,000	5.93%

**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
Regent Group	Controller/beneficial owner of shares. See Annexure B (Subscription Agreement)	10,000,000 ordinary shares

**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 interests	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Regent Group	Citicorp Nominees Pty Limited	Regent Pacific Group Limited	10,000,000 ordinary shares

**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	
Regent Group	3 June 2009	AUD 10,000,000	Nil	10,000,000 ordinary shares

**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

**7. Addresses**

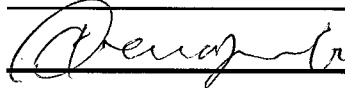
The addresses of persons named in this form are as follows:

Name	Address
Regent Group	Registered address: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands Correspondence address: Suite 1401, Henley Building, 5 Queen's Road, Central, Hong Kong
Citicorp Nominees Pty Limited	GPO Box 764G, Melbourne, Victoria 3001

**Signature**

print name Ms Stella Fung capacity Company Secretary

sign here



Date 3 June 2009

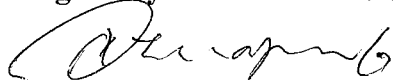
**DIRECTIONS**

- (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, 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.

## Annexure A

This is the annexure of one (1) page marked "A" mentioned in the ASIC Form 603 signed by me and dated 3 June 2009.



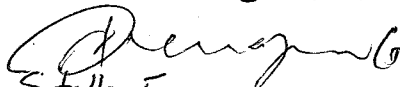
**Stella Fung**  
**Company Secretary**  
**Regent Pacific Group Limited**  
**3 June 2009**

### List of related bodies corporate of Regent Pacific Group Limited

1. Abagaqi Changjiang Mining Co., Ltd.
2. Alphorn Management Limited
3. Amerinvest Coal Industry Holding Company (BVI) Limited
4. Amerinvest Coal Industry Holding Company (Hong Kong) Limited
5. Amerinvest Coal Industry Holding Company Limited
6. AstroEast.com (Hong Kong) Limited
7. AstroEast.com Limited
8. Capital Nominees Limited
9. CCEC Sheng Li (Hong Kong) Limited (*in the process of de-registration*)
10. CCEC Sheng Li Limited
11. GeoMin Tech Consultants Limited
12. Interman Holdings Limited
13. Interman Limited
14. MinMetallurgical Consultants Limited
15. Regent Coal (Beijing) Consulting Limited
16. Regent Coal (BVI) Limited
17. Regent Coal (HK) Limited
18. Regent Coal (Holdings) Limited
19. Regent Corporate Finance Limited
20. Regent Financial Services Limited
21. Regent Fund Management (Asia) Limited
22. Regent Fund Management Limited
23. Regent Metals Holdings Limited
24. Regent Metals (Jersey) Limited
25. Regent Metals Limited
26. Regent Minerals Limited
27. Regent Pacific Group (Hong Kong) Limited
28. RPG (Bahamas) Limited
29. RPG Investments I Limited
30. Simao Regent Minerals Limited
31. Xin Jiang Regent Coal Limited

Annexure B

This is the annexure of 16 pages marked "B" mentioned  
in the ASIC Form 603 signed by me and dated 3 June 2009.



Stella Fung  
Company Secretary  
Regent Pacific Group Limited

3 June 2009

## Share Subscription Agreement

**Bannerman Resources Limited**  
ACN 113 017 128

and

**Regent Pacific Group Limited**

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## **This share subscription agreement**

is made on 28 May 2009 between the following parties:

- 1 **Bannerman Resources Limited** ACN 113 017 128 of Suite 18, Level 1, 513 Hay Street, Subiaco, Western Australia, 6008 (**Bannerman** or the **Company**)
- 2 **Regent Pacific Group Limited** incorporated in the Cayman Islands of PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (**Regent**)

### **Background**

- A. The Company is duly registered under the Corporations Act and Regent is duly registered in the Cayman Islands.
- B. Regent has agreed to subscribe for the Subscription Shares at the Subscription Price and Bannerman has agreed to issue and allot those Subscription Shares to Regent on the terms of this agreement.

### **The parties agree**

in consideration of, among other things, the mutual promises contained in this agreement:

## **1. Definitions and Interpretation**

### **1.1. Definitions**

In this agreement, including the Recitals, unless the context otherwise requires:

**ASX** means ASX Limited ACN 008 624 691;

**ASX Listing Rules** means the official listing rules of ASX;

**Business Day** has the meaning given to it by the ASX Listing Rules provided that for the purposes of this agreement Monday 1 June 2009 will not be a Business Day;

**Completion** means the completion of the subscription for the Subscription Shares in accordance with the terms of this agreement and described in more detail in clause 3;

**Completion Date** means the earlier of:

- (a) the day falling on the third Business Days after the date of announcement of this agreement in accordance with clause 5.1;
- (b) the day falling on the fourth Business Days after the date of this agreement; and
- (c) such earlier date agreed to by the parties.

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

**Domestic and International Placing** means the placing of Shares by the Company both domestically and abroad, pursuant to the Underwriting Agreement and various commitments sought and obtained from investors, to raise up to (and not to exceed) A\$20,000,000 at a subscription price per Share of not less than the Subscription Price;

**NSX** means the Namibian Stock Exchange;

**NSX Listing Rules** means the official listing rules of the NSX;

**Proposed Share Purchase Plan** means a share purchase plan to be implemented by the Company to raise up to A\$10 million (or a lesser amount agreed by the Company) under which shareholders in Australia, New Zealand and Canada on the relevant record date can each subscribe for up to A\$15,000 for Shares in the Company at the Subscription Price;

**SEHK** means The Stock Exchange of Hong Kong Limited;

**SEHK Listing Rules** means the official listing rules of the SEHK;

**Shares** means fully paid ordinary shares in Bannerman;

**Subscription Amount** means A\$10,000,000 payable by Regent;

**Subscription Price** means A\$1.00 for each Share;

**Subscription Shares** means 10,000,000 Shares;

**TSX** means the Toronto Stock Exchange;

**TSX Rules** means the rules and policies of the TSX; and

**Underwriting Agreement** means the underwriting agreement to be entered into between the Company and Haywood Securities Inc. in Canada, pursuant to which Haywood Securities Inc shall, on a conditionally underwritten private placement basis, purchase shares for resale to investors in North America and Europe under the Domestic and International Placing.

## 1.2. Interpretation

In this agreement, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing one gender include the other gender, the singular includes the plural and the plural includes the singular, and the reference to a person includes a reference to a corporation or an unincorporated association;
- (b) headings are for ease of reference only and do not affect the interpretation of this agreement;
- (c) a reference to a recital, clause or schedule is a reference to a recital to, a clause of or a schedule to this agreement;
- (d) a reference to "dollars" or "\$" or "A\$" is to Australian currency;
- (e) a reference to any time means the time in Perth, Western Australia;
- (f) the word "includes" in any form is not a word of limitation;
- (g) an expression defined in, or given a meaning for the purpose of the Corporations Act has the same definition or meaning in this agreement;
- (h) a reference to the ASX Listing Rules, TSX Rules or to the SEHK Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;
- (i) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, varying,

consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (j) no provision of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision; and
- (k) the awareness of the Company for the purposes of the warranties in clause 4.2 means matters known to Len Jubber, Peter Kerr, Daryl Edwards, Peter Christians and Ivan Saracik after due and careful enquiry.

## **2. Subscription**

### **2.1. Subscription**

Regent agrees to subscribe for the Subscription Shares at the Subscription Price and Bannerman agrees to allot and issue the Subscription Shares to Regent (or its nominee) for the Subscription Price on the Completion Date on the terms set out in this agreement.

### **2.2. Subscription Price**

- (a) The Subscription Price for the issue under this agreement will be the Australian dollar subscription price per Share for subscriptions under the Domestic and International Placement.
- (b) The Subscription Price under the Underwriting Agreement for clients of Haywood Securities Inc in Canada will be the Canadian dollar equivalent of the Subscription Price converted at the exchange rate agreed to by Haywood Securities Inc and the Company.

### **2.3. Subscription Shares**

- (a) The Subscription Shares will, from the date of issue, rank in all respects pari passu with the other then existing issued Shares.
- (b) Regent agrees to comply with and be bound by Bannerman's constitution in force from time to time for so long as it holds Shares.

### **2.4. Use of Subscription Amount**

Bannerman agrees to use the Subscription Amount for the purposes of:

- (a) funding the ongoing development of Bannerman's Etango and Swakop River uranium projects;
- (b) continuing to fund the completion of a definitive feasibility study, together with drilling and exploratory related work associated therewith;
- (c) meeting the ongoing corporate and administrative related costs of Bannerman; and
- (d) for general working capital purposes.

### **3. Completion**

#### **3.1. Completion**

Completion will occur on the Completion Date at the time and place as agreed in writing by the parties.

#### **3.2. Obligations at Completion**

- (a) On the Business Day prior to Completion, Regent must pay the Subscription Amount to, or as directed by, Bannerman by electronic funds transfer to a dedicated trust bank account established by Bannerman, details of which will be provided to Regent prior to the Completion Date (**Trust Account**).
- (b) At Completion, Bannerman must:
  - (i) and is authorised to apply the Subscription Amount to Bannerman from the Trust Account as consideration for the subscription for the Subscription Shares;
  - (ii) allot and issue the Subscription Shares to Regent or its nominee in accordance with the registration and delivery details that Regent shall provide to Bannerman prior to the Completion Date;
  - (iii) deliver holding statements in respect of those Subscription Shares and registration and delivery details to Regent; and
  - (iv) issue the compliance notice to, and publish on, ASX as soon as practicable after the issue of the Subscription Shares and in any event no later than as is required under section 708A(5), including applicable information required to be included in the notice under 708A(6) of the Corporations Act.
- (c) At or before Completion, Bannerman must sign all documents and do all acts and things required of it by ASX to ensure that the Subscription Shares are granted official quotation by ASX no later than the second Business Day after the Completion Date.

#### **3.3. Termination if Completion fails**

- (a) If by 5pm on the fourth Business Day after the date of this agreement (or such later date agreed to by the parties):
  - (i) any of the obligations set out in clause 3.2(a) above have not been fulfilled, Bannerman will be entitled (in addition to and without prejudice to all other rights and remedies available, including the right to claim damages) by notice in writing to Regent to terminate this Agreement without liability on its part (clauses 1, 5 and 6 survive termination); and
  - (ii) any of the obligations set out in clause 3.2(b) or (c) have not been fulfilled (other than as a result of a delay or failure by Regent in performing its obligations under clause 3.2(a)), Regent will be entitled (in addition to and without prejudice to all other rights and remedies available, including the right to claim damages) by notice in writing to Bannerman to terminate this agreement without liability on its part (clauses 1, 5 and 6 survive termination).

## **4. Warranties**

### **4.1. Mutual warranties**

Each party hereby represents and warrants to the other, both at the date of execution of this agreement and at the date of completion, that:

- (a) it is duly incorporated and validly exists under the laws of the place of its registration;
- (b) it is not insolvent and no receiver or receiver and manager has been appointed to it and no such appointment has been threatened;
- (c) the execution and delivery of this agreement has been properly authorised by all necessary corporate action of that party;
- (d) it has full corporate power and lawful authority to execute this agreement and to consummate and perform or cause to be performed its obligations under this agreement;
- (e) this agreement constitutes a valid and binding obligation upon it enforceable in accordance with the terms by appropriate legal remedy; and
- (f) neither the execution by it of this agreement nor any transaction contemplated by this agreement will violate in any material respects any provision of:
  - (i) any law or regulation binding on it or on any of its subsidiaries;
  - (ii) its constitution, the constitution of its subsidiaries or any of their respective constituent documents; and
  - (iii) any other material document, agreement or other arrangement binding upon it, any of its subsidiaries or its/their assets.

### **4.2. Warranties by Bannerman**

Bannerman hereby represents and warrants to Regent that:

- (a) it has complied with its continuous disclosure and other obligations under the Corporations Act, the ASX Listing Rules, the TSX Listing Rules and the NSX Listing Rules;
- (b) so far as Bannerman is aware, information in materials filed with ASX, TSX, NSX, the Australian Securities and Investments Commission and other applicable regulatory bodies in Canada and Namibia were at the time they were filed true and accurate in all material respects (subject to any updates to that information in subsequent announcements filed with any of those bodies);
- (c) the Etango Project Exclusive Prospecting Licence Number 3345 has been validly issued and renewed (and remains subsisting) by the Namibian Ministry of Mines and Energy for a two year term expiring on 26 April 2011, is not, so far as the Company is aware, the subject of any competing claims by or any encumbrance, lien or charge from any third party, in each case whether made or threatened, in respect of the area of land covered by or the nuclear fuels contained within such licence and is in good standing, on and subject to the terms and conditions of that licence (so far as the Company is aware, none of which the Company has breached or failed to satisfy as and when required);

- (d) there is no restriction on the allotment and issue of the Subscription Shares to Regent;
- (e) the Subscription Shares will, once issued, rank pari passu in all respects with the other fully paid ordinary shares in the capital of the Company;
- (f) save in respect of the Domestic and International Placing, the Proposed Share Purchase Plan, any convertible securities of the Company in issue prior to the date hereof, any proposed issues announced prior to the date of this agreement and proposed employee incentive schemes or proposed issues to new employees as part of their employment arrangements; there are no commitments in place, nor is the Company engaged in any discussions concerning the issuance of any new securities (whether equity, debt or hybrid securities);
- (g) so far as the Company is aware, there is no current or threatened material litigation, claims or actions against the Company or its directors;
- (h) the Subscription Shares to be issued in accordance with this agreement will, upon issue of the notice referred to in clause 3.2(b)(iv), be freely tradeable;
- (i) it is not paying any form of commission to any broker or corporate adviser based on the amount of the subscription for the Subscription Shares contemplated herein; and
- (j) Len Jubber, Peter Kerr, Darryl Edwards, Peter Christians and Ivan Saracki comprise the senior management team at Bannerman and Bannerman Mining Resources (Namibia) (Proprietary) Limited.

#### **4.3. Underwriting Agreement**

- (a) Bannerman hereby acknowledges and agrees that the representations and warranties given or made by it in favour of Haywood Securities Inc and its clients under the Underwriting Agreement will also be made in favour of Regent as if expressly incorporated and repeated in this agreement, subject in each case to any limitations of qualifications that apply to those warranties in the Underwriting Agreement.
- (b) The Company agrees that it will not during the period beginning on the date of this agreement and ending 60 days after the Completion Date issue, announce any issue or agree to issue any securities of the Company, other than:
  - (i) issues of securities under any director or employee stock option, bonus or securities purchase plans whether or not previously announced;
  - (ii) issues to a director, employee or contractor of securities granted in accordance with regulatory approvals and/or approval of the board of the Company;
  - (iii) issue of up to A\$20,000,000 under the Domestic and International Placing;
  - (iv) issues as a result of the exercise of currently outstanding share purchase warrants, options or convertible notes;
  - (v) previously scheduled or announced securities issues or property payments; or
  - (vi) issues in satisfaction of:

- (A) a break fee payable to RCF Management LLC under the Convertible Note Facility Agreement made between Bannerman and RCF Capital Fund IV LP (**Convertible Note Facility**); or
- (B) interest payable under the Convertible Note Facility,

without the written agreement of the Regent Pacific, such agreement not to be unreasonably withheld.

#### **4.4. Warranties by Regent**

Regent hereby represents and warrants to Bannerman that:

- (a) it has entered into this agreement in reliance of its own due diligence and inquiries and the representations and warranties made by the Company as set out or expressly referred to in this agreement;
- (b) it has not relied on any representation, statement or promise made on behalf of the Company in deciding to enter into this agreement other than those set out or expressly referred to herein;
- (c) it is not acquiring the Subscription Shares on behalf of any third party; and
- (d) it has fulfilled all legal and regulatory requirements with regard to the subscribing for the Subscription Shares, including without limitation, complying with the applicable securities laws of the jurisdiction in which Regent is incorporated and receives the offer (Foreign Jurisdiction) so that Bannerman may offer or issue Subscription Shares to Regent without Bannerman having to file any prospectus, offering memorandum or other disclosure document under the applicable securities laws of the Foreign Jurisdiction (other than filing with regulatory bodies as required under applicable law as a matter of record).

#### **4.5. Warranties repeated**

Each of the aforementioned representations and warranties will be repeated on the date of this agreement and the Completion Date. The interpretation of any representation or warranty made is not restricted by reference to or inference from any other representation or warranty herein.

#### **4.6. Notice of breach**

For the duration of the period within which a party may make a claim for breach of a representation or warranty hereunder, all parties must as soon as reasonably practicable give notice in writing to the other party of any breach of any representation or warranty. Such notification does not limit or affect the liability of the notifying party for any such breach.

#### **4.7. Survival of warranties**

Each of the aforementioned representations and warranties will survive the Completion Date and continue in full force and effect for the benefit of the other party to this agreement for a period of one year from the Completion Date. Liability for breach of any representation or warranty set out herein is not confined to breaches discovered before the Completion Date.

#### **4.8. Acknowledgements**

Each party acknowledges that:

- (a) the other party hereto has entered into this agreement in reliance on the representations and warranties made by it hereunder; and
- (b) the representations and warranties made by it hereunder were given with the intention of inducing the other to enter into this agreement.

### **5. Announcements**

#### **5.1. Agreed announcement**

After this agreement has been signed and in compliance with the applicable listing rules of ASX and SEHK and the TSX Rules, as appropriate, Bannerman and Regent will make an announcement on the key terms of the agreement to the ASX, TSX and SEHK.

#### **5.2. Further publicity and confidentiality**

Subject to clause 5.1 and 5.3:

- (a) no party may disclose the provisions of this agreement or any information received as part of this agreement without the prior written consent of the other party; and
- (b) each party must ensure that its directors, officers, employees, agents and advisers comply in all respects with this clause 5.2.

#### **5.3. Legal requirements**

A party and any related corporation of a party may disclose anything in respect of this agreement as required by:

- (a) applicable law; or
- (b) any recognised stock exchange on which its shares or the shares of any related corporation are listed,

but to the extent possible and practicable, it must consult with the other party before making the disclosure and use reasonable endeavours to agree on the form and content of the disclosure.

### **6. General**

#### **6.1. Notices**

Any notice or other communication including, but not limited to any request, demand, consent or approval to or by a party to this agreement:

- (a) must be in writing addressed to the party at its address set out below or to any other address specified by any party to the sender by notice:

**Bannerman Resources Limited**

Address: Suite 18, Level 1, 513 Hay Street,  
Subiaco, Western Australia, 6008

Facsimile: + 61 8 9381 1068

Attention: Company Secretary

**Regent Pacific Group Limited**

Original to:  
Address: PO Box 309, Uglan House,  
Grand Cayman, KY1-1104,  
Cayman Islands

Copy to:  
Address: Suite 1401, Henley Building,  
5 Queen's Road Central,  
Hong Kong  
Facsimile: + 852 2509 0827  
Attention: Company Secretary

- (b) in the case of a company, must be signed by an officer or attorney, or under the common seal of the company;
- (c) is deemed to be given by the sender and received by the addressee:
  - (i) if by delivery in person, when delivered to the addressee;
  - (ii) if by post, 3 Business Days from and including the date of postage; or
  - (iii) if by facsimile transmission, when transmitted to the addressee,but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm in the place of receipt it is deemed to be given on the succeeding Business Day; and
- (d) can be relied upon by the addressee and the addressee is not liable to any other person for the consequence of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

**6.2. Assignment**

Neither party is entitled to assign its rights under this agreement without the prior written consent of the other.

**6.3. Governing law**

This agreement is governed by and construed in accordance with the laws of Western Australia and all parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

**6.4. Modifications**

A purported modification, variation or amendment of this agreement does not have any force unless it is in writing and executed by the parties.

**6.5. Entire agreement**

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, undertakings and agreements, whether written or oral, relating to the subject matter of this agreement.

#### **6.6. Costs and expenses**

Each party will bear and be responsible for its own costs and expenses in respect of preparation, execution, delivery and enforcement of this agreement and all other documents contemplated by this agreement.

#### **6.7. Waiver**

- (a) Waiver of any breach or provision of, or any default under, this agreement must be in writing and signed by the party granting the waiver.
- (b) A breach of, or default under, this agreement is not waived by any failure or delay in exercising any provision of this agreement.
- (c) A failure or delay in exercising or the partial exercise of any provision of this agreement is not a waiver of that provision.

#### **6.8. Further assurances**

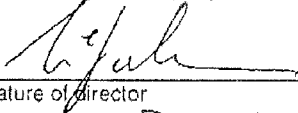
Each party must do all things and execute all further documents necessary to give full effect to this agreement.

#### **6.9. Counterparts**

- (a) This agreement may be executed in two or more counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this agreement by signing any counterpart.
- (d) A party may execute this agreement, or any counterpart, by facsimile, and the facsimile will be accepted as an original.

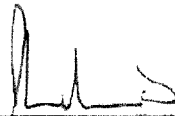
**Executed as an agreement**

**EXECUTED** by **Bannerman Resources Limited** in accordance with section 127 of the Corporations Act 2001(Cth):



\_\_\_\_\_  
Signature of director

Leonard Stanley Joller  
Name of director



\_\_\_\_\_  
Signature of director/secretary

DARRYL EDWARDS  
Name of director/secretary

**EXECUTED** by **Regent Pacific Group Limited** in accordance with its Constitution and all relevant legal requirements:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary

**Executed as an agreement**

**EXECUTED by Bannerman Resources Limited** in accordance with section 127 of the Corporations Act 2001 (Cth):

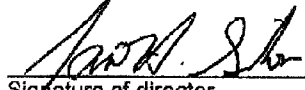
\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

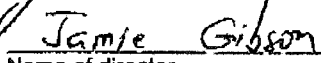
\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director/secretary

**EXECUTED by Regent Pacific Group Limited** in accordance with its Constitution and all relevant legal requirements:

  
\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

  
\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director/secretary

**Executed as an agreement**

**EXECUTED** by **Bannerman Resources Limited** in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director

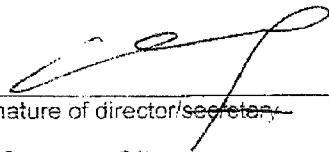
\_\_\_\_\_  
Name of director/secretary

**EXECUTED** by **Regent Pacific Group Limited** in accordance with its Constitution and all relevant legal requirements:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
**CLARA CHEUNG**  
Name of director/secretary

# **middletons**

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