

25 January 2016

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

Fax 1300 135 638

FOR IMMEDIATE RELEASE TO THE MARKET

Dear Sir/Madam


Form 605: Notice of ceasing to be a substantial holder

Please find enclosed, in accordance with section 671B of the *Corporations Act 2001* (Cth), a "Form 605 – Notice of ceasing to be a substantial holder", for Yankuang Resources Pty Ltd (ACN 141 525 046) (YRPL) in respect of Bauxite Resources Limited (ACN 119 699 982) (BAU).

YRPL became a substantial holder of BAU on 25 January 2010, following the subscription by YRPL for 19,700,000 fully paid ordinary shares in the capital of BAU.

YRPL has now ceased to be a substantial shareholder of BAU following the buy-back of its shares by BAU on 21 January 2016.

Yours faithfully



Baocai Zhang
Director
Yankuang Resources Pty Ltd

Form 605

**Corporations Act 2001
Section 671B**

Notice of ceasing to be a substantial holder

To Company Name/Scheme Bauxite Resources Limited (BAU)

ACN/ARSN 119 699 982

1. Details of substantial holder (1)

Name Yankuang Resources Pty Ltd (YRPL), Charf Investment Limited, ALYK (H.K.) Limited, Yankuang Aluminium International Trade Co., Ltd, Yankuang Group Company Limited and each of their associates listed in Annexure B

ACN/ARSN (if applicable) 141 525 046

The holder ceased to be a substantial holder on

21 / 01 / 2016

The previous notice was given to the company on

/ /

The previous notice was dated

/ /

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to changes (5)	Class (6) and number of securities affected	Person's votes affected
21 / 01 / 2016	YRPL	Buy-back of shares as announced by BAU on 22 / 10 / 2015, pursuant to the Share Buy-Back Agreement between BAU and YRPL dated 30 November 2015, a copy of which is attached as Annexure A	A\$1,150,000	19,700,000 fully paid ordinary shares	19,700,000
21 / 01 / 2016	Charf Investment Limited	Ceases to have the ability to control the power to exercise the disposal of the shares and the right to vote the shares as the holding company of YRPL	A\$1,150,000	19,700,000 fully paid ordinary shares	19,700,000
21 / 01 / 2016	ALYK (H.K.) Limited	Ceases to have the ability to control the power to exercise the disposal of the shares and the right to vote the shares as the holding company of Charf Investment Limited	A\$1,150,000	19,700,000 fully paid ordinary shares	19,700,000
21 / 01 / 2016	Yankuang Aluminium International Trade Co., Ltd	Ceases to have the ability to control the power to exercise the disposal of the shares and the right to vote the shares as the holding company of ALYK (H.K.) Limited	A\$1,150,000	19,700,000 fully paid ordinary shares	19,700,000
21 / 01 / 2016	Yankuang Group Company Limited	Ceases to have the ability to control the power to exercise the disposal of the shares and the right to vote the shares as the ultimate holding company of YRPL	A\$1,150,000	19,700,000 fully paid ordinary shares	19,700,000

3. Changes in association

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

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

4. Addressee

27106227_1

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

Name	Address
YRPL	c/- Level 26, 363 George Street, Sydney, NSW 2000
Charf Investment Limited	As above
ALYK (H.K.) Limited	As above
Yankuang Aluminium International Trade Co., Ltd	As above
Yankuang Group Company Limited	As above

Signature

print name BAOCAI ZHANG

capacity Director

sign here



date 25/01/2016

DIRECTIONS


- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is Annexure "A" of 8 pages referred to in Form 605 (Notice of ceasing to be a substantial holder) signed by me on behalf of Yankuang Resources Pty Ltd (ACN 141 525 046) (YRPL).

I confirm that this is a true copy of the Share Buy-Back Agreement between YRPL and Bauxite Resources Pty Ltd dated 30 November 2015.

Signature: 

Name: Baocai Zhang

Title: Director

Date: 25 January 2016

SHARE BUY-BACK AGREEMENT

BAUXITE RESOURCES LIMITED

YANKUANG RESOURCES PTY LTD

**JOHNSON WINTER & SLATTERY
LAWYERS**

Level 4, 167 St Georges Terrace
PERTH WA 6000
T +61 8 6216 7222 | F +61 8 6216 7200

www.jws.com.au

SYDNEY | PERTH | MELBOURNE | BRISBANE | ADELAIDE

Liability limited by a scheme approved under Professional Standards Legislation (Australia-wide except in Tasmania)

SHARE BUY-BACK AGREEMENT

DATE **30 November** 2015

PARTIES

- 1 **BAUXITE RESOURCES LIMITED** ACN 119 699 982 of Building E, Level 2, 355 Scarborough Beach Road, Osborne Park, Western Australia 6017 (BRL); and
- 2 **YANKUANG RESOURCES PTY LTD** ACN 141 525 046 c/o Level 26, 363 George Street, Sydney, NSW 2000 (YRPL).

RECITALS

A BRL has offered to buy back the Buy-Back Shares from YRPL, and YRPL has accepted BRL's offer to buy back Buy-Back Shares, on the terms set out in this agreement.

OPERATIVE PART

1 Definitions and Interpretation

1.1 Definitions

In this agreement:

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

Buy-Back Shares means the 19,700,000 ordinary shares in the capital of BRL held by YRPL.

Completion means completion of the buy back of the Buy-Back Shares in accordance with clause 4.

Completion Date means the date on which the Sale Parties effect "Completion" under the Sale and Purchase Agreement, or such other date agreed by the parties in writing.

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

Encumbrance means any charge, lien, mortgage, pledge, assignment by way of security, secured interest, third party interest, title retention arrangement, preferential right or trust arrangement or any arrangement having the same or equivalent effect and includes a security interest under the *Personal Property Securities Act 2009* (Cth).

Ordinary Shareholders means the holders of ordinary shares in the capital of BRL.

Purchase Price means \$1,150,000.

Sale and Purchase Agreement means the Sale and Purchase Agreement dated the same date as this agreement between the Sale Parties.

Sale Parties means BRL, YRPL, Darling Range Pty Ltd, Darling Range North Pty Ltd, Darling Range South Pty Ltd, Bauxite Alumina Joint Ventures Pty Ltd and Yankuang Group Company Limited.

1.2 Interpretation

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(dollars)** \$ is a reference to the lawful currency of Australia;
- (b) **(immediately available funds)** 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;
- (c) **(variations or replacement)** a document (including this agreement) includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (d) **(clauses)** a clause is a reference to a clause in this agreement;
- (e) **(reference to statutes)** 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; and
- (f) **(singular includes plural)** the singular includes the plural and vice versa.

1.3 Headings and Recitals

- (a) Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.
- (b) Any recitals form part of this agreement and have effect as if set out in full in the body of this agreement.

2 Condition to agreement

2.1 Condition

The obligations of the parties under clause 4 to complete the transfer of the Buy-Back Shares will not become binding and are of no force and effect until the buy back by BRL of the Buy-Back Shares on the terms of this agreement has been approved by the Ordinary Shareholders in accordance with the requirements of section 257D of the Corporations Act.

2.2 Termination

If the Sale and Purchase Agreement is terminated for any reason before the condition in clause 2.1 is satisfied or before the Sale Parties effect "Completion" under the Sale and Purchase Agreement, this agreement shall automatically terminate at the same time.

3 Buy back of Buy-Back Shares

3.1 Buy back

YRPL agrees to transfer the Buy-Back Shares to BRL, and BRL agrees to buy back the Buy-Back Shares from YRPL, free from Encumbrances and on the other terms and conditions set out in this agreement.

3.2 Consideration

BRL must buy back the Buy-Back Shares for the Purchase Price.

3.3 Character of Purchase Price

- (a) BRL warrants to YRPL that the amount of the Purchase Price credited to YRPL will be debited against an amount standing to the credit of the share capital account of BRL.

- (b) BRL warrants to YRPL that it will not otherwise debit the payment of the Purchase Price against any amount standing to the credit of any reserve or retained earnings account of BRL.

4 Completion

4.1 Time and place for Completion

Subject to clause 2, Completion will take place at 4.00pm Western Standard Time on the Completion Date at the offices of Johnson Winter & Slattery located at Level 4, Westralia Plaza, 167 St Georges Terrace, Perth, Western Australia, or at such other time and place as agreed by the parties in writing.

4.2 YRPL's obligations at Completion

At Completion YRPL must give to BRL an executed instrument of transfer in registrable form for the Buy-Back Shares in favour of BRL.

4.3 BRL's obligations at Completion

At Completion BRL must pay the Purchase Price to YRPL in immediately available funds.

4.4 Simultaneous actions at Completion

- (a) In respect of Completion:
- (i) the obligations of the parties are interdependent; and
 - (ii) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date.
- (b) Completion is taken to have occurred when each of the obligations referred to in clauses 4.2 and 4.3 have been performed.
- (c) If Completion does not occur because clause 4.4(b) is not satisfied then:
- (i) each party must return to the other parties all documents delivered to it under this clause 4; and
 - (ii) each party must do everything reasonably required by the other party to reverse any action taken under this clause 4, without prejudice to any rights any party may have in respect of that failure including, without limitation, the repayment of any money that has been paid.

4.5 Title

On Completion, beneficial ownership in the Buy-Back Shares passes to BRL.

4.6 Cancellation of Buy-Back Shares

BRL must cancel the Buy-Back Shares as soon as practicable after Completion.

5 Warranties

5.1 BRL warranties

BRL represents and warrants to YRPL that, subject to clause 2:

- (a) it has full power and authority to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement in accordance with its terms;
- (b) it has taken all necessary action to authorise its entry into and performance of this agreement and to carry out the transactions contemplated by this agreement; and

- (c) this agreement constitutes valid and legally binding obligations of BRL and is enforceable against it in accordance with its terms.

5.2 YRPL warranties

YRPL represents and warrants to BRL that:

- (a) it has full power and authority to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement in accordance with its terms;
- (b) it has taken all necessary action to authorise its entry into and performance of this agreement and to carry out the transactions contemplated by this agreement;
- (c) this agreement constitutes valid and legally binding obligations of YRPL and is enforceable against it in accordance with its terms; and
- (d) it is the legal and beneficial owner of the Buy-Back Shares and the Buy-Back Shares will be transferred at Completion with full and clear title, free from any Encumbrances.

6 GST

6.1 GST Gross-Up

If a party (the supplier) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the supplier an amount equal to such GST (GST gross-up).

6.2 GST Invoice

If a GST gross-up is payable, then the supplier must give the recipient a tax invoice for the supply.

6.3 Payment

Provided a tax invoice has been given, the GST gross-up must be paid by the recipient:

- (a) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration; and
- (b) if no monetary consideration is payable for the supply, within 10 Business Days after the day on which the tax invoice is given.

6.4 Reimbursements

If any payment to be made to a party under or in connection with this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 6.1.

6.5 Adjustments

If an adjustment event has occurred in respect of a supply made under or in connection with this agreement, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the supplier first becomes aware that the adjustment event has occurred.

6.6 Definitions

- (a) Terms used in this clause 6 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
- (b) In this clause 6, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
- (c) In this agreement, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause, exclusive of GST.

7 Notices

- (a) All notices and communications given pursuant to this agreement shall be in writing in English and shall be delivered by hand or sent by pre-paid registered mail, facsimile transmission or email to the recipient's nominated address, facsimile number or email address (as the case may be).
- (b) On the date of this agreement, the nominated addresses, facsimile numbers and email addresses of the parties are:
 - (i) **BRL:**
 - Address: Building E, Level 2, 355 Scarborough Beach Road, Osborne Park, Western Australia 6017
 - Facsimile: +618 9200 6399
 - Email: Peter.Canterbury@bauxiteresources.com.au
 - Attention: Chief Executive Officer
 - (ii) **YRPL:**
 - Address: c/o Level 36, 363 George Street, Sydney, NSW 2000
 - Facsimile: 02 8583 5399
 - Email: notices@yancoal.com.au
 - Attention: Executive General Manager, Yancoal International
- (c) A party may at any time change its contact details set out in clause 7(b) by not less than 5 Business Days' notice to the other party.
- (d) A notice will be deemed to have been received by the party to whom it is addressed:
 - (i) on personal delivery to that address;
 - (ii) where the notice is sent by mail, 3 days after the posting of the notice properly paid and addressed; or
 - (iii) where the notice is sent by facsimile or email in accordance with this clause 7, upon successful transmission, provided that if the facsimile or email is not transmitted between the hours of 9.00am and 4.30pm Western Standard Time on a Business Day, it shall be deemed to have been received at the commencement of the next Business Day.

8 Miscellaneous

Clauses 14.1, 14.2, 14.3(b) to (d) and 14.4 to 14.10 (inclusive) of the Sale and Purchase Agreement apply to this agreement as if set out in full in this agreement and as if a reference to "this deed" was a reference to "this agreement".

EXECUTED as an agreement


Executed by BAUXITE RESOURCES LIMITED in accordance with section 127 of the Corporations Act 2001 by:


.....

Director

ROBERT NASH
.....

Name of Director
(BLOCK LETTERS)

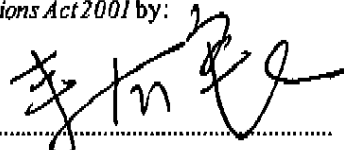

.....

Director/Secretary

RS MIDOKEMAS
.....

Name of Director/Secretary
(BLOCK LETTERS)


Executed by YANKUANG RESOURCES PTY LTD in accordance with section 127 of the Corporations Act 2001 by:


.....

Director

CUNLIANG LAI
.....

Name of Director
(BLOCK LETTERS)


.....

Director/Secretary

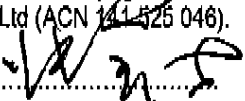
BAOCAI ZHANG
.....

Name of Director/Secretary
(BLOCK LETTERS)

Annexure B

This is Annexure "B" of 2 pages referred to in Form 605 (Notice of ceasing to be a substantial holder) signed by me on behalf of Yankuang Resources Pty Ltd (ACN 144 425 046).

Signature:.....



Name: Baocal Zhang

Title: Director

Date: 25 January 2016

List of associates of substantial holders

Name	ACN (if applicable)	Address
Yanzhou Coal Mining Ltd	N/A	c/- Level 26, 363 George Street, Sydney, NSW 2000
Yancoal International (Holding) Co. Ltd	N/A	
Yancoal International Trading Co. Ltd	N/A	
Yancoal International Resources Development	N/A	
Yancoal International Technology Development	N/A	
Yancoal Techonology Development Holdings Pty Ltd	158 561 052	
Athena Holdings Pty Ltd	158 561 043	
Tonford Holdings Pty Ltd	158 561 016	
Wilpeena Holdings Pty Ltd	158 560 993	
Premier Coal Holdings Pty Ltd	158 560 911	
Yancoal International (Sydney) Pty Ltd	166 654 744	
Yankuang Ozstar Pty Ltd	608 997 262	
Yancoal Energy Pty Ltd	158 560 975	
Yancoal Australia Ltd	111 859 119	
Yankuang (Australia) Metal Mining Pty Ltd	164 524 887	
UCC Energy Pty Limited	003 435 836	
Premier Char Pty Ltd	009 379 579	
Yancoal Technology Development Pty Ltd	152 132 379	
Athena Coal Mines Pty Ltd	108 510 452	
Tonford Pty Ltd	010 650 754	
Premier Coal Limited	008 672 599	
Yancoal CSR Pty Ltd	161 772 872	
Syntech Holdings Pty Ltd	123 782 445	
Syntech Holdings II Pty Ltd	126 174 847	
Yankuang Bauxite Resources Pty Ltd	148 184 687	
Syntech Resources Pty Ltd	095 102 971	
AMH (Chinchilla Coal) Pty Ltd	124 649 216	
Mountfield Properties Pty Ltd	095 103 012	
Abakk Pty Ltd	059 212 065	
Ashton Coal Mines Limited	096 238 603	

Name	ACN (if applicable)	Address
Ashton Coal Operations Pty Ltd	078 556 500	c/- Level 26, 363 George Street, Sydney, NSW 2000
Athena Coal Operations Pty Ltd	078 556 500	
Athena Coal Sales Pty Ltd	156 038 630	
Austar Coal Mine Pty Ltd	111 910 822	
CIM Duralie Pty Ltd	008 703 311	
CIM Mining Pty Ltd	057 982 233	
CIM Services Pty Ltd	070 387 978	
CIM Stratford Pty Ltd	070 387 914	
Donaldson Coal Finance Pty Ltd	132 842 105	
Donaldson Coal Holdings Limited	074 921 243	
Donaldson Coal Pty Ltd	073 088 945	
Duralie Coal Marketing Pty Ltd	070 318 295	
Duralie Coal Pty Ltd	070 318 259	
Eucla Mining N.L.	009 204 228	
Felix NSW Pty Ltd	123 704 138	
Gloucester (SPV) Pty Ltd	145 498 380	
Gloucester (Sub Holdings 1) Pty Ltd	150 079 002	
Gloucester (Sub Holdings 2) Pty Ltd	150 079 020	
Gloucester Coal Limited	008 881 712	
Monash Coal Holdings Pty Ltd	089 542 987	
Monash Coal Pty Ltd	069 359 011	
Moolarben Coal Mines Pty Ltd	108 601 672	
Moolarben Coal Operations Pty Ltd	077 939 569	
Moolarben Coal Sales Pty Ltd	127 202 420	
Newcastle Coal Company Pty Ltd	074 900 208	
Primecoal International Pty Ltd	100 114 038	
Proserpina Coal Pty Ltd	110 316 553	
SASE Pty Ltd	080 102 496	
Stratford Coal Marketing Pty Ltd	066 587 817	
Stratford Coal Pty Ltd	064 016 164	
Watagan Mining Company Pty Ltd	609 820 037	
Westralian Prospectors N.L.	009 046 093	
White Mining (NSW) Pty Ltd	089 414 595	
White Mining Limited	009 713 893	
White Mining Services Pty Ltd	001 137 499	
Yancoal Australia Sales Pty Ltd	167 884 460	
Yancoal Mining Services Pty Ltd	609 452 039	
Yancoal Resources Limited	000 754 174	
Yancoal SCN Ltd	152 132 379	
Yarrabee Coal Company Pty Ltd	010 849 402	