

EIG Global Energy (Australia) Pty. Ltd.
Suite 2001, Level 20, Gateway
1 Macquarie Place
Sydney, NSW 2000
+61 2 9338 2100



Mr David Pegg
Company Secretary
Senex Energy Limited
Level 14, 144 Edward Street,
Brisbane QLD 4001

29 August 2018

Dear Sir

Senex Energy Limited (“Senex”) – notice of change in substantial shareholding

Please find attached an ASIC Form 604 (Notice of change of interests of substantial holder) for funds managed by affiliates of EIG Global Energy Partners (“EIG”) and as listed in that form.

EIG has monetised a portion of its interest in Senex as part of its ongoing portfolio optimisation initiatives, reducing its holding to 9.1%. EIG remains committed to its investment in Senex and continues to hold at least 9.0% of Senex’s issued share capital in order to retain Board representation.

A handwritten signature in blue ink, appearing to read "Andy Zhmurovsky", is positioned above the typed name.

Andy Zhmurovsky
Managing Director
EIG Global Energy (Australia) Pty Ltd

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Senex Energy Limited

ACN/ARSN ACN 008 942 827

1. Details of substantial holder (1)

Name The following:

- EIG Global Energy Partners, LLC;
- EIG Asset Management, LLC, EIG Management Company, LLC, EIG Energy Fund XVI GP, LLC, EIG-Keats Energy Partners GP, LLC, EIG Energy Fund XVI, L.P., EIG Energy Fund XVI-B, L.P., EIG Energy Fund XVI (Cayman), L.P., EIG Energy Fund XVI (Scotland), L.P., EIG Energy Fund XVI-E, L.P., EIG-Keats Energy Partners, L.P., EIG Olympus Holdings, L.P., EIG Olympus Holdings GP, LLC and the other controlled entities of EIG Global Energy Partners, LLC from time to time; and
- Mr Randall Wade, Mr R. Blair Thomas, Mr William Sonneborn and the trusts named in the final row of paragraph 4 of this form,
(the foregoing persons collectively being the "Substantial Holders").

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on 27/08/2018
The previous notice was given to the company on 28/03/2017
The previous notice was dated 27/03/2017

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)
Fully paid ordinary shares ("Shares")	176,622,620	12.25% (based on 1,442,250,404 Shares on issue)	131,757,216	9.1% (based on 1,448,730,505 Shares 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 or scheme are as follows:

Date of change	Person whose relevant interest	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
27/08/2018	Each Substantial Holder	See Annexure 'A' in relation to a sale via an underwritten block trade ("Block Trade"). The other Substantial Holders are taken under s608(3) of the Corporations Act 2001 (Cth) (Corporations Act) to have a deemed relevant interest in the 44,865,404 Shares (as explained more fully in paragraph 4 of this form).	The sale of Shares under the Block Trade was conducted at \$0.45 per Share.	44,865,404 Shares	44,865,404

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	Nature of relevant interest (6)	Class and number of securities	Person's votes
EIG Olympus Holdings, L.P.	Citicorp Nominees Pty Ltd	EIG Olympus Holdings, L.P.	Relevant interest arises under sections 608(1)(b) and 608(1)(c) of the Corporations Act by virtue of EIG Olympus Holdings, L.P. being the beneficial owner of the Shares.	44,865,404 Shares	44,865,404
EIG Olympus Holdings GP, LLC	Citicorp Nominees Pty Ltd	EIG Olympus Holdings, L.P.	Relevant interest arises under sections 608(1)(b) and 608(1)(c) of the Corporations Act by virtue of EIG Olympus Holdings GP, LLC being General Partner of EIG Olympus Holdings LP, and, in that capacity, having power to exercise (or control the exercise of) rights to vote the Shares and power to dispose of (or control the exercise of a power to dispose of) the Shares.	44,865,404 Shares	44,865,404
EIG Asset Management, LLC	Citicorp Nominees Pty Ltd	EIG Olympus Holdings, L.P.	Relevant interest arises under sections 608(1)(b) and 608(1)(c) of the Corporations Act by virtue of EIG Asset Management, LLC being a manager of EIG Olympus Holdings LP, and, in that capacity, having power to exercise (or control the exercise of) rights to vote the Shares and power to dispose of (or control the exercise of a power to dispose of) the Shares. Separately, EIG Asset Management, LLC, by virtue of controlling EIG Olympus Holdings GP, LLC, is taken under section 608(3)(b) of the Corporations Act to have a relevant interest in the Shares in which EIG Olympus Holdings GP, LLC has a relevant interest.	44,865,404 Shares	44,865,404
EIG Global Energy Partners, LLC	Citicorp Nominees Pty Ltd	EIG Olympus Holdings, L.P.	EIG Global Energy Partners, LLC, by virtue of controlling EIG Asset Management, LLC, is taken under section 608(3)(b) of the Corporations Act to have a relevant interest in the Shares in which EIG Asset Management, LLC has a relevant interest.	44,865,404 Shares	44,865,404
EIG Management Company, LLC, EIG Energy Fund XVI GP, LLC, EIG-Keats Energy Partners GP, LLC, EIG Energy Fund XVI, L.P., EIG Energy Fund XVI-B, L.P., EIG Energy Fund XVI (Cayman), L.P., EIG Energy Fund XVI (Scotland), L.P., EIG Energy Fund XVI-E, L.P., EIG-Keats Energy Partners, L.P., and the other controlled entities of EIG Global Energy Partners, LLC (other than EIG Olympus Holdings, LP., EIG Olympus Holdings GP, LLC and EIG Asset Management, LLC which are separately dealt with above) from time to time	Citicorp Nominees Pty Ltd	EIG Olympus Holdings, L.P.	Each such entity is taken under section 608(3)(a) or 608(3)(b) of the Corporations Act to have a relevant interest in the Shares in which EIG Global Energy Partners, LLC has a relevant interest.	44,865,404 Shares	44,865,404

Mr Randall Wade, The Randall Wade 2010 Irrevocable Trust, The Kristina Wade 2010 Irrevocable Trust, Mr R. Blair Thomas, The R. Blair Thomas 2010 Irrevocable Trust, Mr William Sonneborn and The William Charles Sonneborn and Karen Hammerback Sonneborn 2012 Joint Revocable Trust.	Citicorp Nominees Pty Ltd	EIG Olympus Holdings, L.P.	Each of these persons, by virtue of having more than 20% voting power in EIG Global Energy Partners, LLC (including by being associated with the other persons in relation to EIG Global Energy Partners, LLC) or controlling a trust which has more than 20% voting power in EIG Global Energy Partners, LLC (including by being associated with the other persons in relation to EIG Global Energy Partners, LLC), is taken under section 608(3)(a) of the Corporations Act to have a relevant interest in the Shares in which EIG Global Energy Partners, LLC has a relevant interest.	44,885,404 Shares	44,885,404
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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


6. Addresses

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

Name	Address
The Substantial Holders	c/- EIG Olympus Holdings, L.P. of 1700 Pennsylvania Avenue, NW, Suite 800, Washington, DC 20006, United States of America

Signature

Signed on behalf of the Substantial Holders

print name Robert Vitale capacity Authorised signatory
 sign here  date 29 Aug 18

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 on 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 identity 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

This is Annexure A of 14 pages (including this page) referred to in the accompanying Form 604

Signed on behalf of the Substantial Holders			
print name	Matthew B. Fox	capacity	Authorised signatory
sign here		date	29 Aug 18

The copies of the documents attached to this Annexure A are true copies of the original.

J.P.Morgan

Strictly Private and Confidential

EIG Olympus Holdings, LP
1700 Pennsylvania Avenue
NW, Suite 800
Washington, DC 20006

22 August 2018

Sale by EIG Olympus Holdings, LP (“Vendor”) of ordinary shares in Senex Energy Limited (“Company”)

1. The Sale

- 1.1 **Sale.** The Vendor agrees to sell 44,865,404 fully paid ordinary shares in the Company (“**Sale Securities**”) and J.P. Morgan Securities Australia Limited (“**J.P. Morgan**”) agrees, on an exclusive basis and subject to the terms of this Agreement, to:
- (a) manage the sale of the Sale Securities (the “**Sale**”) by procuring purchasers for the Sale Securities at the Sale Price (as determined under clause 1.2). Purchasers may include J.P. Morgan's related bodies corporate and Affiliates and may be determined by J.P. Morgan in its discretion; and
 - (b) underwrite and guarantee the sale of any Sale Securities by purchasing, itself or through one or more of its Affiliates, those Sale Securities not taken up by purchasers under clause 1.1(a) (“**Shortfall Securities**”) at the Sale Price (as determined under clause 1.2).
- 1.2 **Sale price.** The sale price for the Sale Securities will be A\$0.45 per Sale Security (“**Sale Price**”).
- 1.3 **Timetable.** The parties agree to conduct the Sale in accordance with the timetable in Schedule 1 (“**Timetable**”) of this Agreement (unless the parties consent in writing to a variation).
- 1.4 **Manner of sale.** The Sale will be conducted by J.P. Morgan by way of an offer only to persons that J.P. Morgan reasonably believes:
- (a) if in Australia, are persons who do not need disclosure under Part 6D.2 or Part 7.9 of the *Corporations Act 2001 (Cth)* (“**Corporations Act**”);
 - (b) if in the United States, are dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not “U.S. Persons” (as defined in Rule 902(k) under the US Securities Act of 1933 (the “**US Securities Act**”)), for which they have and are exercising investment discretion (within the meaning of Rule 902(k)(2)(i)) in reliance on Regulation S under the US Securities Act (“**Regulation S**”);
 - (c) if outside Australia, are persons to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a

J.P. Morgan Securities Australia Limited • ABN 52 002 888 011 / AFS Licence No: 238188

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J.P. Morgan Securities Australia Limited.

government agency (other than any such requirement with which the Vendor, in its sole and absolute discretion, is willing to comply); and

- (d) in each case of (a) and (c) above, are persons that are not in the United States, in "offshore transactions", as defined and in reliance on Regulation S.

1.5 **Confirmations.** Any person that purchases Sale Securities will be required to confirm, including through deemed representations and warranties, among other things:

- (a) its status as a person who meets the requirements of clause 1.4; and
- (b) its compliance with all relevant laws and regulations in respect of the Sale (including the takeover and insider trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* ("**FATA**")).

1.6 **Account Opening.** On the date of this Agreement, J.P. Morgan or its Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice and do all such things as necessary to enable it to act as broker to sell the Sale Securities at the Sale Price, in accordance with this Agreement.

2. Settlement of Sale Securities

- 2.1. **Sale and Settlement Date.** J.P. Morgan must procure that the Sale is effected on the Trade Date (as defined in the Timetable) by way of one or more special crossings in accordance with the ASX Settlement Operating Rules and ASX Operating Rules, at the Sale Price, with settlement to follow on a T+2 basis ("**Settlement Date**").
- 2.2. **Payment.** Subject to clause 5, by 3:00pm (Sydney time) on the Settlement Date, J.P. Morgan must pay or procure the payment to the Vendor an amount equal to the Sale Price multiplied by the number of Sale Securities, less any fees payable to J. P. Morgan pursuant to clause 3 by transfer to the Vendor's account for value (in cleared funds) against delivery of the Sale Securities (together, "**Sale Proceeds**").
- 2.3. **Delivery of Sale Securities.** Vendor agrees to instruct its custodian to deliver the Sale Securities held by its custodian on its behalf to J.P. Morgan or as J.P. Morgan directs.
- 2.4. **Interest in purchased Sale Securities.** If J.P. Morgan is required to or does purchase any Sale Securities, the Vendor specifically consents and acknowledges that J.P. Morgan will be acting as principal and not as agent in relation to its purchase of the Sale Securities.
- 2.5. **Obligations cease.** J.P. Morgan's obligations under this Agreement cease on payment of the Sale Proceeds to the Vendor in accordance with clause 2.2

3. Fees

In consideration of performing its obligations under this Agreement, J.P. Morgan shall be entitled to such fees as agreed between J.P. Morgan and the Vendor.

4. Representations, warranties and undertakings

4.1. **Representations, warranties and undertakings of the Vendor.** The Vendor represents, warrants and undertakes to J.P. Morgan that as at the date of this Agreement and at all times until and including the Settlement Date, that:

- (a) **(body corporate)** the Vendor is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** the Vendor has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or be offered for purchase the Sale Securities, or any of them;
- (c) **(agreement effective)** this Agreement constitutes the Vendor's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(control)** the Vendor does not control the Company. In this clause (d) "control" has the meaning given in section 50AA of the Corporations Act;
- (e) **(ownership)** the Vendor has the power to sell the Sale Securities and the Vendor's custodian is the registered holder and sole legal owner of the Sale Securities;
- (f) **(no encumbrances)** the Vendor will transfer, in accordance with the terms of this Agreement, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to the registration of the transferee(s) in the register of shareholders of the Company;
- (g) **(ranking of Sale Securities)** the Sale Securities rank equally with all other fully paid ordinary shares in the Company for all dividends, distributions, rights and other benefits in accordance with the Company's constitution and may be offered for sale on the financial market operated by ASX without disclosure to investors under Chapter 6D or Part 7.9 of the Corporations Act;
- (h) **(quotation of Sale Securities)** the Sale Securities are quoted on the financial market operated by the ASX;
- (i) **(compliance with constitution, laws, rules, regulations and agreements)** in relation to the Sale and the performance of its obligations under this Agreement, the Vendor has complied with and will comply with its constitution, all applicable obligations under the Corporations Act, FATA and all other applicable laws, rules and regulations and any agreements or instruments binding on it;
- (j) **(inside information)** the Sale will not result in a contravention by the Vendor (or its Affiliates) of Division 3 of Part 7.10 of the Corporations Act;
- (k) **(with respect to US securities law):**
 - (i) **(foreign private issuer)** to the best of Vendor's actual knowledge, the Company is a "foreign private issuer" (as defined in Rule 405 under the US Securities Act);

- (ii) **(no substantial U.S. market interest)** to the best of Vendor's actual knowledge, without further inquiry, there is no "substantial U.S. market interest" (as defined in Regulation S) in the Sale Securities or any securities of the same class;
- (iii) **(no directed selling efforts in the United States)** with respect to the Sale Securities, neither the Vendor nor any of its Affiliates or any person acting on behalf of any of them (other than J.P. Morgan or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation) has engaged or, for the term of this Agreement, will engage in any "directed selling efforts" (as defined in Regulation S);
- (l) **(no stabilisation or manipulation)** none of the Vendor or any of its Affiliates, or any person acting on behalf of any of them (other than J.P. Morgan or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation), has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilization or manipulation of the price of the securities of the Company in violation of any applicable law;
- (m) **(compliance with Sanctions)** neither the Vendor nor any director, officer or other person acting for or on behalf of the Vendor ("**Person**") is a Sanctioned Person. The Vendor will not, directly or indirectly, use the proceeds of the sale of the Sale Shares, or lend, contribute or otherwise make available such proceeds to any Person to fund or facilitate any activities or business of or with any Sanctioned Person or in any Sanctioned Country. "**Sanctioned Person**" means, at any time, (A) any Person listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, or other relevant sanctions authority (B) any Person operating, organized or resident in a Sanctioned Country or, (C) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (A) or (B)), or (D) any Person otherwise the subject of any sanctions. "**Sanctions**" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the United Nations Security Council, or other relevant sanctions authority. "**Sanctioned Country**" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).
- (n) **(notification of breach)** the Vendor will immediately notify J.P. Morgan upon its actual knowledge of any breach of any warranty, representation or undertaking given by it under this agreement, any material change affecting any of these warranties, representations or undertakings, or any of these warranties and representations becoming materially untrue or materially incorrect.

4.2. **Moratorium**

- (a) The Vendor represents and warrants that it will not, at any time on and from the date of this Agreement and up to 45 days after the Settlement Date (the "**Escrow Period**"), Deal in all or any of the fully paid ordinary shares held by it in the Company ("**Remaining Securities**") after the Sale of the Sale Securities pursuant to this Agreement, excluding:
 - (i) transactions in order to satisfy demand from eligible shareholders under a Company initiated dividend investment plan (if any);

- (ii) a repurchase (whether by buy-back, reduction of capital or other means) of Securities by the Company;
 - (iii) any acceptance by the Vendor of a takeover offer for the Company in accordance with Chapter 6 of the Corporations Act or transfer pursuant to a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (iv) a sale, transfer or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of the Securities in the Company;
 - (v) an arrangement to enable the Vendor to encumber any Remaining Securities to a bona fide third party financial institution solely as security for a loan or other financial accommodation ("**Bona Fide Financing**"), provided that the encumbrance may not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Vendor has in any Remaining Securities, except that, the bona fide third party financial institution may, in accordance with the documentation governing the Bona Fide Financing, be given, and may exercise the right to enforce its encumbrance over the Remaining Securities at any time during the Escrow Period upon the occurrence of certain customary events of default in accordance with the documentation for such an encumbrance; or
 - (vi) a sale, transfer or disposal to an Affiliate of the Vendor that is subject to a representation or warranty on substantially the same terms as this clause 4.2 in respect of the Remaining Securities sold, transferred or disposed. For the avoidance of doubt, any agreement by the Affiliate will be in respect of the residual term of the Escrow Period.
- (b) Each party to this Agreement acknowledges that the representation and warranty in clause 4.2 is not intended to and does not give J.P. Morgan any power to dispose of, or control the disposal of, the Remaining Securities the subject of the representation and warranty to the extent that J.P. Morgan would be in breach of applicable laws to have such power, and a breach of the representation and warranty in those circumstances will only give rise to a right to direct damages and the parties acknowledge that, in such circumstances, direct damages are an adequate remedy for breach of the representation and warranty.
- (c) Each party acknowledges that the representation and warranty in clause 4.2 has been provided to only address the financial consequences of the Vendor disposing of, or dealing with, any Remaining Securities held by it. The parties acknowledge that J.P. Morgan is not entitled to a remedy of specific performance for a breach of the representation and warranty in clause 4.2.
- (d) For the purposes of clause 4.2, "**Deal**" in respect of the Remaining Securities means:
- (i) sell, assign, transfer or otherwise dispose of;
 - (ii) agree to offer to sell, assign, transfer or otherwise dispose of;
 - (iii) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Vendor to sell, assign, transfer or otherwise dispose of; or
 - (iv) decrease or agree to decrease an economic interest in,

the Remaining Securities. The foregoing shall not apply to the Sale Securities.

4.3. **Representations and warranties of J.P. Morgan.** J.P. Morgan represents and warrants to the Vendor that at the date of this Agreement and at all times until the Settlement Date, each of the following statements is true and accurate and not misleading in any way:

- (a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** it has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement;
- (c) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(US offer restrictions)** it acknowledges and agrees that the offer and sale of the Sale Securities have not been, and will not be, registered under the US Securities Act and that the Sale Securities may only be offered or sold in “offshore transactions” in accordance with Regulation S;
- (e) **(no directed selling efforts in the United States)** neither it nor any of its Affiliates or any person acting on behalf of any of them has engaged or will engage in any “directed selling efforts” (as that term is defined in Regulation S); and
- (f) **(notification of breach)** J.P. Morgan will immediately notify the Vendor of any breach of any warranty or representation given by it under this Agreement, any material change affecting any of these warranties and representations, or any of these warranties and representations becoming materially untrue or materially incorrect.

4.4. **Reliance.** Each party giving a representation and warranty and undertaking acknowledges that the other party has relied on the representations, warranties and undertakings in this clause 4 in entering into this Agreement and will continue to rely on these representations, warranties and undertakings in performing its obligations under this Agreement. The representations, warranties and undertakings in this clause 4 continue in full force and effect notwithstanding completion of this Agreement.

4.5. **Disclosure to potential purchasers.** The Vendor authorises J.P. Morgan to notify potential purchasers of the Sale Securities that the Vendor has made the undertakings contained in clause 4.2 of this Agreement and also authorises J.P. Morgan to disclose the identity of the Vendor to potential purchasers.

5. Termination

5.1. If any of the following events occurs during the “**Risk Period**” (as defined in clause 5.4), then J.P. Morgan may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor:

- (a) **ASX actions.** ASX does any of the following:
 - (i) announces that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation;
 - (ii) removes the Company from the official list of ASX; or

- (iii) suspends the trading of same class of securities as the Sale Securities for any period of time.
 - (b) **ASIC inquiry into Sale.** ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry in relation to the Sale.
 - (c) **Other termination events.** Subject to clause 5.2, any of the following occurs:
 - (i) **Banking moratorium.** A general moratorium on commercial banking activities in Australia, United States or United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries.
 - (ii) **Breach of Agreement.** The Vendor is in default of the terms and conditions of this Agreement or breaches any representation or warranty or undertaking given or made by it under this Agreement.
 - (iii) **Change in laws.** There is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a new law, or the Government of Australia, any State or Territory of Australia, or any Minister or other government authority in Australia or any State or Territory of Australia, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this Agreement).
- 5.2. No event listed in clause 5.1(c) entitles J.P. Morgan to exercise its termination rights unless, in the reasonable opinion of J.P. Morgan, it:
- (a) has, or could reasonably be expected to have, a material adverse effect on:
 - (i) the willingness of persons to purchase Sale Securities; or
 - (ii) the price at which securities in the same class as Sale Securities are sold on the ASX; or
 - (b) gives rise to, or could reasonably be expected to give rise to, a contravention by, or liability of, J.P. Morgan under the Corporations Act or any other applicable law.
- 5.3. Where, in accordance with this clause 5, J.P. Morgan terminates its obligations under this Agreement:
- (a) the obligations of J.P. Morgan under this Agreement immediately end; and
 - (b) any entitlements of J.P. Morgan accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.
- 5.4. For the purposes of this clause, the "Risk Period" means the period commencing on the execution of this Agreement and ending on the earlier of:
- (a) 9:45am on the Trade Date; and
 - (b) the time of the special crossing referred to in clause 2.1 or where there is more than one special crossing under clause 2.1, at the time of the special crossing relating to the last of the Sale Securities to be transferred.

6. Indemnity

- 6.1. The Vendor indemnifies J.P. Morgan and its related bodies corporate (as that term is defined in the Corporations Act) and each of their respective directors, officers, employees, agents and advisers (each an **"Indemnified Person"**) and will keep each Indemnified Person indemnified from all losses, costs, damages, liabilities, claims, actions, demands and expenses (including reasonable legal expenses) (**"Losses"**) sustained or incurred by an Indemnified Person as a result of, directly or indirectly, or in connection with, the Sale or any breach by the Vendor of this Agreement.
- 6.2. The indemnity in the preceding clause does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Person to the extent to which any Loss is finally determined by a court of competent jurisdiction:
- (a) to have resulted directly from:
 - (i) the fraud, recklessness, wilful default or gross negligence of or by any Indemnified Person; or
 - (ii) any penalty, fine, expense or damage incurred which an Indemnified Person is required to pay or incurs for any contravention of any law except to the extent such contravention is caused by the Vendor or its directors, officers, employees or representatives;
 - (iii) any announcements, advertisements or publicity made or distributed in relation to the sale of the Sale Securities without the written approval of the Vendor or its advisers (other than any announcements, advertisements or publicity in relation to the sale of the Sale Securities made or distributed under legal compulsion and time did not permit the J.P. Morgan to obtain such written approval); or
 - (iv) a breach by J.P. Morgan of this agreement save to the extent such breach results from an act or omission on the part of Vendor or a person acting on behalf of the Vendor; or
 - (b) to be an amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law,

and provided further that the indemnity in clause 6.1 does not extend to and will not be deemed to be an indemnity against any Losses suffered by an Indemnified Person to the extent that the Losses relate to any amount the Indemnified Person must pay under clause 1.1(b), including any Losses on resale of the Shortfall Securities.

- 6.3. The Vendor agrees that no claim may be made by it against any officer, employee, adviser or agent of J.P. Morgan or any officer, employee, adviser or agent of a Related Body Corporate of J.P. Morgan (together, the **"Released Parties"**), and the Vendor unconditionally and irrevocably releases and discharges each Released Party from any claim that may be made by them, to recover from any Released Party any Loss incurred or sustained by the Vendor arising directly or indirectly as a result of the participation of that Released Party in the Sale.

- 6.4. J.P. Morgan agrees that no claim may be made by it against any officer, employee, adviser or agent of the Vendor or any officer, employee, adviser or agent of a Related Body Corporate of the Vendor (together, the "**Vendor Released Parties**"), and J.P. Morgan unconditionally and irrevocably releases and discharges each Vendor Released Party from any claim that may be made by them, to recover from any Vendor Released Party any Loss incurred or sustained by J.P. Morgan arising directly or indirectly as a result of the participation of that Vendor Released Party in the Sale.
- 6.5. Each of the Vendor and J.P. Morgan must not settle any action, demand or claim to which the indemnity in clause 6.1 relates without the prior written consent of the Vendor, or J.P. Morgan (as applicable), such consent not to be unreasonably withheld.
- 6.6. The indemnity in clause 6.1 is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and survives termination or completion of this Agreement.
- 6.7. The Vendor agrees that J.P. Morgan holds the benefits of clause 6 for itself and on trust for each of the Indemnified Persons.

7. Announcements

- 7.1. The Vendor and J.P. Morgan will consult each other in respect of any material public releases by any of them concerning the Sale. Except as may be required by any applicable law or regulation, the prior written consent of one party must be obtained prior to the other party making any release or announcement or engaging in publicity in relation to the Sale and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction. Notwithstanding the foregoing, where the Vendor proposes to refer to J.P. Morgan or its role on the Sale in any release/announcement/engagement, it must obtain J.P. Morgan's prior written consent.
- 7.2. For the avoidance of doubt, the Vendor acknowledges that J.P. Morgan may, after completion of the special crossing(s) on the Trade Date under clause 2.1, describe or refer to its involvement in the Sale in any pitch, case study, presentation or other similar marketing materials which J.P. Morgan uses as part of its ordinary course investment banking and/or capital markets business, provided that the content is public or otherwise free from restrictions as to its use.

8. Confidentiality

- 8.1. Each party agrees to keep the terms and subject matter of this Agreement confidential for a period of 12 months after the date of this Agreement, except:
 - (a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;
 - (b) where disclosure is made to an Affiliate of the party or an adviser or to a person who must have access to the information for the purposes of the Agreement, on the basis that the, Affiliate, adviser or other person keeps the information confidential; and
 - (c) where disclosure is reasonably necessary in connection with any actual or potential claim or investigation or judicial or administrative process involving that party in relation to the Sale.

9. Miscellaneous

- 9.1. **Entire agreement.** This Agreement, account opening and client documentation completed by the Vendor and any separate agreement relating to fees ("**Terms**"), constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter. To the extent of any inconsistency between the terms of this agreement and the Terms, this agreement prevails.
- 9.2. **Jurisdiction.** The laws of the state of New South Wales govern this Agreement. Each party agrees to submit to the non-exclusive jurisdiction of the courts of that State, and waives any right to claim that those courts are an inconvenient forum.
- 9.3. **Intentionally omitted.**
- 9.4. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 9.5. **Waiver and variation.** A provision of or right vested under this Agreement may not be:
- (a) waived except in writing signed by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.
- 9.6. **No merger.** The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party (such as any indemnity), or having effect after the termination of this Agreement for whatever reason (such as any representation or warranty or undertaking) remains in full force and effect and is binding on that party.
- 9.7. **No assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 9.8. **Conflict of interest.** A party's rights and remedies under this Agreement may be exercised even if this involves a conflict of duty or the party has a personal interest in their exercise.
- 9.9. **Remedies cumulative.** The rights and remedies of a party provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement
- 9.10. **Notices.** Any notice, approval, consent, agreement, waiver or other communication in connection with this Agreement must be in writing and sent to a party at the address for that party set out in this Agreement, marked for the attention of any individual signing this Agreement on behalf of that party.
- 9.11. **Interpretation.** In this Agreement:
- (a) headings and sub-headings are for convenience only and do not affect interpretation;

- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to “dollars” and “\$” is to Australian currency;
- (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, jointly and severally; and
- (e) all references to time are to Sydney, New South Wales, Australia time.

9.12. **Definitions.** In this Agreement:

- (a) an “**Affiliate**” of any person means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities, by contract or agency or otherwise and the term “person” is deemed to include a partnership.
- (b) “**ASIC**” means the Australian Securities and Investments Commission.
- (c) “**ASX**” means ASX Limited and also, as the context requires, the securities market operated by ASX.
- (d) “**Business Day**” means a day on which:
 - a. ASX is open for trading in securities; and
 - b. banks are open for general banking business in Sydney, Australia.

9.13. **Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement. A party may sign this Agreement or any counterpart by facsimile or PDF, and the facsimile or PDF shall be accepted as an original.

9.14. **No fiduciary relationship.** The parties acknowledge and agree that (A) this Agreement and the performance of this Agreement, (B) any prior relationship between the parties, or (C) any services provided or representations made by J.P. Morgan to the Vendor in connection with the Sale or otherwise prior to the date of this Agreement, do not represent or imply any fiduciary relationship or any other category of commercial relationship recognised at law or in equity as giving rise to forms of specific rights and obligations, except the contractual rights expressly set out in this Agreement. In providing the services under this Agreement, J.P. Morgan will be acting solely pursuant to a contractual relationship with the Vendor on an arm’s length basis and will not be acting as fiduciary to the Vendor or any other person. By entering into this Agreement the Vendor will be deemed to have provided its informed consent to the exclusion of any such fiduciary relationship or duty.

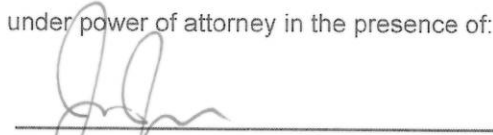
- 9.15. **Investment banking activities.** The Vendor acknowledges that J.P. Morgan and its related bodies corporate and Affiliates ("**J.P. Morgan Group**") comprises a full service securities firm and commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of companies and individuals. In the ordinary course of these activities, the J.P. Morgan Group and J.P. Morgan Group employees and officers may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans or other financial products of the Vendor, the Company or any other party that may be involved in the Sale and the Vendor hereby consents to the J.P. Morgan Group and J.P. Morgan Group employees and officers undertaking such activities (A) without regard to the relationship with the Vendor established by this Agreement, and (B) regardless of any conflict of interest (whether actual, perceived or potential) that may arise as a result of such activity.
- 9.16. **GST.** The Vendor must pay to J.P. Morgan any goods and services tax, value added tax or other similar tax ("**GST**") payable by J.P. Morgan or an associated entity as a result of a supply made by J.P. Morgan under or in connection with this Agreement. Any fee or other consideration for supplies made under or in connection with this Agreement are agreed to be exclusive of GST unless expressly provided to be inclusive of GST. J.P. Morgan must provide to the Vendor a valid tax invoice as a precondition to payment and any amount payable under this clause must be paid with 14 days of receipt of the tax invoice.

Yours sincerely

Signed on

for **J.P. Morgan Securities Australia Limited**

under power of attorney in the presence of:



Signature of Attorney

JABE JERRAM

Name (please print)



Signature of Witness

WILL VOLTSO

Name (please print)

Accepted for and on behalf of **EIG Olympus Holdings, LP** (a Delaware Limited Partnership):

By: **EIG Olympus Holdings GP, LLC**, its general partner

By: **EIG Asset Management, LLC**, its sole member

Signed on 22 August 2018



Name: Robert Vitale

Title: General Counsel



Name: Matthew B. Fox

Title: Associate Counsel

SCHEDULE 1

Timetable

Event

Date

Clause 2.1: Trade Date

23 August 2018 (T)

Clause 2.1: Settlement Date

27 August 2018 (T+2)