

KING & WOOD
MALLESONS

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Waterfront Place
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26 February 2019

To Market Announcements Office
ASX Limited
Exchange Centre, 20 Bridge Street
Sydney NSW 2000

Company Secretary
SG Fleet Group Limited
Level 2, 20 Bridge Street
Pymble NSW 2073

By Facsimile: 1300 135 638

By Facsimile: 02 9899 9233

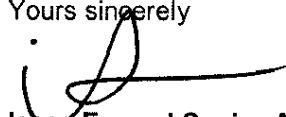
Dear Sir / Madam

SG Fleet Group Limited (ASX: SGF) – Notice of Change of Interests of Substantial Holder

We act for Bluefin Investments Limited ("**Bluefin Investments**").

Attached is a Form 604 Notice of Change of Interests of Substantial Holder in relation to the above company lodged on behalf of Bluefin Investments.

Yours sincerely



Isaac Evans | Senior Associate
King & Wood Mallesons

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isaac.evans@au.kwm.com

This communication and any attachments are confidential and may be privileged.

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme SG FLEET GROUP LIMITED

ACN/ARSN 167 554 574

1. Details of substantial holder (1)

Name BLUEFIN INVESTMENTS LIMITED AND SUPER GROUP LIMITED

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on

25 / 02 / 2019

The previous notice was given to the company on

08 / 03 / 2018

The previous notice was dated

08 / 03 / 2018

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	146,124,331	56.78%	152,353,037	58.17%

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 changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
Refer to Annexure A					

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Bluefin Investments Limited	Bluefin Investments Limited	Bluefin Investments Limited	Registered Holder (s.608(1) of the Corporations Act)	152,353,037 Fully Paid Ordinary Shares	152,353,037
Super Group Limited	Bluefin Investments Limited	Bluefin Investments Limited	Controls Bluefin Investments Limited (s.608(3) of the Corporations Act)	152,353,037 Fully Paid Ordinary Shares	152,353,037

604 page 2 15 July 2001

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
N/A	

6. Addresses

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

Name	Address
Bluefin Investments Limited	3 rd Floor Barkley Wharf, Le Caudan Waterfront, Port Louis, Mauritius
Super Group Limited	27 Impala Road, Chislehurst, Sandton, South Africa 2196

Signature

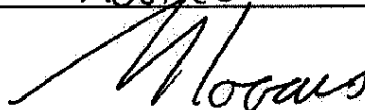
print name

S. KOUACS

capacity

DIRECTOR

sign here

date 25/02/2019**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the 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

SG Fleet Group Limited ACN 167 554 574

This is Annexure A of 1 page/s referred to in Form 604 Notice of change of interests of substantial holder

Signature

print name

S. Koo ACS

capacity

DIRECTOR.

sign here



date

25/02/2019.

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 changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
15 May 2018	Bluefin Investments Limited and Super Group Limited	On-market trade	\$139,964.77	36,265 Fully Paid Ordinary Shares	36,265
16 May 2018	Bluefin Investments Limited and Super Group Limited	On-market trade	\$3,396.80	880 Fully Paid Ordinary Shares	880
17 May 2018	Bluefin Investments Limited and Super Group Limited	On-market trade	\$29,654.84	7,683 Fully Paid Ordinary Shares	7,683
18 May 2018	Bluefin Investments Limited and Super Group Limited	On-market trade	\$79,944.46	20,711 Fully Paid Ordinary Shares	20,711
21 May 2018	Bluefin Investments Limited and Super Group Limited	On-market trade	\$13,359.46	3,461 Fully Paid Ordinary Shares	3,461
17 May 2018	Bluefin Investments Limited and Super Group Limited	Entry into a relevant agreement to acquire 500,000 fully paid ordinary shares (s.608(8) of the Corporations Act). A copy of the relevant agreement is attached as Annexure B	\$1,900,000.00	500,000 Fully Paid Ordinary Shares	500,000
30 August 2018	Bluefin Investments Limited and Super Group Limited	Dilution in voting power due to an increase in the issued capital of SG Fleet Group Limited	N/A	146,693,331 Fully Paid Ordinary Shares	146,693,331
16 October 2018	Bluefin Investments Limited and Super Group Limited	Acquisition of fully paid ordinary shares under the SG Fleet Group Limited dividend reinvestment plan	\$14,607,721.90	3,958,732 Fully Paid Ordinary Shares	3,958,732
21 December 2018	Bluefin Investments Limited and Super Group Limited	On-market trade	\$2,439.08	868 Fully Paid Ordinary Shares	868
24 December 2018	Bluefin Investments Limited and Super Group Limited	On-market trade	\$298.94	106 Fully Paid Ordinary Shares	106
20 February 2019	Bluefin Investments Limited and Super Group Limited	On-market trade	\$69,286.57	26,965 Fully Paid Ordinary Shares	26,965
21 February 2019	Bluefin Investments Limited and Super Group Limited	On-market trade	\$446,413.00	173,035 Fully Paid Ordinary Shares	173,035
22 February 2019	Bluefin Investments Limited and Super Group Limited	On-market trade	\$432,829.35	169,737 Fully Paid Ordinary Shares	169,737
25 February 2019	Bluefin Investments Limited and Super Group Limited	On-market trade	\$3,430,083.15	1,330,263 Fully Paid Ordinary Shares	1,330,263

Form 604 | Annexure B

Annexure B**SG Fleet Group Limited ACN 167 554 574***This is Annexure B of 17 page/s referred to in Form 604 Notice of change of interests of substantial holder***Signature**

print name

S. KOVACS

capacity

DIRECTOR

sign here



date

25/02/2019.**Relevant Agreement**

KING&WOOD
MALLESONS

Share Sale and Purchase Agreement

The party referred to in Schedule 1 ("Seller")

Bluefin Investments Limited ("Buyer")

King & Wood Mallesons
Level 33
Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Australia
T +61 7 3244 8000
F +61 7 3244 8999
DX 311 Brisbane
www.kwm.com

60-7002-6731

Share Sale and Purchase Agreement

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Share Sale and Purchase Agreement

Details

Parties

Seller	Name	The party listed in Schedule 1
	Address	As set out in Schedule 1
Buyer	Name	Bluefin Investments Limited
	Address	3 rd Floor, Barkley Wharf, Le Caudan Waterfront, Port Louis, Mauritius
	Email	[REDACTED]
	Attention	[REDACTED]
Company	SG Fleet Group Limited ABN 40 167 554 574	
Shares	The issued shares in the capital of the Company agreed to be sold under this document, and as set out in Schedule 1	
Purchase Price	The amount payable by the Buyer to the Seller for the Shares, as set out in Schedule 1	
Governing law and jurisdiction	New South Wales (see clause 12.1)	
Recitals	A	The Seller is the registered holder and legal owner of the Shares.
	B	The Seller has agreed to sell, and the Buyer has agreed to buy, the Shares on the terms of this document.

Share Sale and Purchase Agreement

General terms

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears these meanings, together with the meanings in the Details, apply:

Business Day means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

Completion means completion of the sale and purchase of the Shares in accordance with clause 3 and **Complete** has a corresponding meaning.

Completion Date means the date that is 10 Business Days after the date of this document or any other date agreed by the Seller and the Buyer.

Computershare means Computershare Investor Services Pty Limited ABN 48 078 279 277, Level 4, Carrington Street, Sydney, New South Wales 2000.

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

Costs means costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

Encumbrance means:

- (a) any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (b) any "security interest" as defined in sections 12(1) or (2) of the *Personal Property Security Act 2009* (Cth);
- (c) any holding lock (as that term is defined in the Settlement Operating Rules issued by ASX Settlement Pty Limited ABN 49 008 504 532); and
- (d) any similar restriction on the transfer of securities, and any agreement to create any of them or allow them to exist.

Share Transfer Form means a share transfer form to be completed by the Seller in respect of the Shares, in the form set out in Annexure A.

Warranties means the warranties and representations set out in Schedule 2 and **Warranty** has a corresponding meaning.

1.2 General interpretation

Headings and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) the singular includes the plural and vice versa;

- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to a document also includes any variation, replacement or novation of it;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (e) a reference to "**person**" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) a reference to a time of day is a reference to Sydney, New South Wales time;
- (h) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (i) a reference to "**law**" includes common law, principles of equity and legislation (including regulations);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (k) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (l) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (m) a reference to any thing (including an amount) is a reference to the whole and each part of it; and
- (n) if a party must do something under this document on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day.

2 Sale and purchase of Shares

2.1 Sale and purchase

The Seller agrees to sell the Shares to the Buyer and the Buyer agrees to buy the Shares from the Seller, for the Purchase Price, at and with effect from the Completion Date on the terms and conditions of this document.

2.2 Title and risk

Title to and risk in the Shares passes from the Seller to the Buyer on the Completion Date.

2.3 Free from Encumbrance

The Shares must be transferred to the Buyer free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from Completion.

2.4 Purchase Price

The Purchase Price for the Shares is the amount stated in the Details. The Purchase Price will be paid at Completion by the Buyer to the Seller in accordance with clause 3.3(b).

3 Completion

3.1 Time and place of Completion

Completion will take place on the Completion Date.

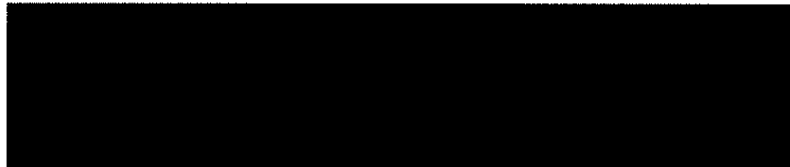
3.2 Seller's obligations

On the Completion Date, the Seller must deliver to Computershare a duly completed and executed Share Transfer Form in favour of the Buyer for the Shares, together with any consents or other documentation required to effect the transfer of the Shares (including the documentation referred to in section C of the Share Transfer Form).

3.3 Buyer's obligations

On the Completion Date, the Buyer must:

- (a) deliver to Computershare a duly executed counterpart of the Share Transfer Form referred to in clause 3.2; and
- (b) pay the Purchase Price, together with its portion of any fees and costs payable to Computershare in accordance with clause 9.2, into the following account:



3.4 Obligations on the Completion Date

The Buyer and the Seller must co-operate and do all things reasonably necessary to procure that Computershare:

- (a) processes the transfer of the Shares from the Seller to the Buyer and registers the Shares in the name of the Buyer on the Completion Date, in accordance with the Share Transfer Form;
- (b) pays into the account of the Seller (as set out in Schedule 1) the Purchase Price on the Completion Date, after deducting the Seller's portion of any fees and costs payable to Computershare in accordance with clause 9.2; and
- (c) delivers to the parties a holding statement in respect of their Shares in the Company within 3 Business Days after the Completion Date.

3.5 Acknowledgements

By entering into this document:

- (a) the Buyer and the Seller authorise and instruct Computershare to deduct from its trust account on the Completion Date their respective portions of any fees and costs payable to Computershare in accordance with clause 9.2; and
- (b) the Buyer authorises and instructs Computershare to pay into the account of the Seller (as set out in Schedule 1) the Purchase Price payable for the Shares (less any amounts deducted by Computershare in accordance with clause 3.5(a) on account of the Seller) immediately after it has received:
 - (i) a duly completed Share Transfer Form for the Shares, executed by the Buyer and the Seller; and
 - (ii) all other documents required by Computershare to complete the transfer of the Shares from the Seller to the Buyer.

4 Warranties

4.1 Accuracy

The Seller represents and warrants to the Buyer that each Warranty is correct and not misleading in any material respect on the date of this document and will be correct and not misleading in any material respect on the Completion Date, as if made on and as at each of those dates.

4.2 Separate Warranties

Each Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement.

5 Buyer's warranties

The Buyer represents and warrants to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this document and will be correct and not misleading, in any material respect, as at the Completion Date as if made on and as at each of those dates:

- (a) **(status)** it has been incorporated or formed in accordance with the laws of its place of incorporation or formation, is validly existing under those laws and has power and authority to own its assets and carry on its business as it is now being conducted;
- (b) **(power)** it has power to enter into this document, to comply with its obligations under it and exercise its rights under it;
- (c) **(no contravention)** the entry by it into, its compliance with its obligations and the exercise of its rights under, this document do not and will not conflict with:
 - (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;

- (ii) any law binding on or applicable to it or its assets (including without limitation, Chapter 6 of the Corporations Act) ; or
- (iii) any Encumbrance or document binding on or applicable to it;
- (d) **(authorisations)** it has in full force and effect each authorisation necessary for it to enter into this document, to comply with its obligations and exercise its rights under it, and to allow them to be enforced; and
- (e) **(validity of obligations)** its obligations under this document are valid and binding and are enforceable against it in accordance with its terms.

6 Seller as trustee

6.1 Application of this clause

This clause applies if the Seller is acting as a trustee of a trust (a "**Trustee Seller**").

6.2 Trustee acknowledgment

A Trustee Seller acknowledges that it enters into this agreement in its capacity as trustee of the trust.

6.3 Enforcement against a Trustee Seller

- (a) Where a Trustee Seller acts in its capacity as a trustee of the relevant trust, the liability of the Trustee Seller under this agreement in respect of that capacity is limited to and can be enforced against the Trustee Seller only to the extent to which it can be satisfied out of the assets of the trust out of which the Trustee Seller is indemnified.
- (b) Subject to clause 6.3(c), the limitation in clause 6.3(a) applies despite any other provisions in this agreement in respect of a Trustee Seller in its capacity as a trustee.
- (c) None of the limitations on the liability of any Trustee Seller in this agreement, including in clauses 6.3(a) and 6.3(b), apply to any claim against any Trustee Seller to the extent that the liability of the Trustee Seller in respect of that claim arises from fraud, wilful misconduct, dishonesty or deliberate non-disclosure.

6.4 Trustee representations and warranties

A Trustee Seller represents and warrants to the Buyer that in relation to the trust of which it is a trustee:

- (a) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
- (b) it has the power under the terms of the trust to enter into and comply with its obligations under this agreement including the power to sell the Shares;
- (c) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this agreement and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Trustee Seller has a right to be indemnified out of the trust assets;

- (d) it is not and has never been in default under the terms of the trust; and
- (e) no action has been taken or proposed to terminate the trust.

7 Default and termination

7.1 Failure by a party to Complete

If a party does not Complete, other than as a result of default by another party, a non-defaulting party may give the defaulting party notice requiring it to Complete within 14 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to seek specific performance or terminate this document. In either case, the non-defaulting party may seek damages for the default.

7.2 Effect of termination

If this document is terminated under clause 7.1 then, in addition to any other rights, powers or remedies provided by law each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination.

The termination of this document under this clause does not affect any other rights the parties have against one another at law or in equity and clause 8, clause 9 and clause 10 survive termination.

8 Confidentiality

8.1 Agreement to remain confidential

Subject to clause 8.2, the parties must keep confidential the existence and terms of this document and their negotiations.

8.2 Announcements

No public announcement or communication relating to the existence and terms of this document or the negotiations of the parties may be made or authorised by a party unless:

- (a) each party gives its written approval;
- (b) the disclosure is to the disclosing party's employees, consultants, professional advisors, bankers, financial advisors and financiers or to a person whose consent or approval is required under this document, or for a transaction contemplated by it (including, for the avoidance of doubt, in relation to the Condition Precedent); or
- (c) the disclosure is made to comply with any applicable law or the requirements of any regulatory body (including any relevant stock exchange).

9 Costs and stamp duty

9.1 Legal costs

The parties agree to pay their own Costs in connection with the preparation, negotiation, execution and completion of this document, except for amounts covered by clause 9.2.

9.2 Computershare costs

- (a) Any fees and costs payable to Computershare in respect of this agreement or the transactions contemplated by it shall be borne equally by the Buyer and Seller.
- (b) For the avoidance of doubt, it is intended that any fees and costs associated with the transfer of the Shares from the Seller to the Buyer will be borne equally by the Seller and the Buyer.

10 GST

10.1 Definitions and interpretation

For the purposes of this clause 10:

- (a) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) words and phrases which have a defined meaning in the GST Act have the same meaning when used in this clause 10, unless the contrary intention appears; and
- (c) unless otherwise expressly stated in this document, all consideration to be provided under this document is exclusive of GST.

10.2 Payment of GST

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with this document, the party providing the consideration for the supply must pay to the supplier an additional amount equal to the amount of GST payable on that supply ("GST Amount").
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.
- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

10.3 Adjustment events

If an adjustment event arises for a supply made under or in connection with this document, the GST Amount must be recalculated to reflect that adjustment, the supplier or the recipient (as the case may be) must make any payments necessary to reflect the adjustment and the supplier must issue an adjustment note.

10.4 Reimbursements

Any payment, reimbursement, indemnity or similar payment that is required to be made under this document which is calculated by reference to an amount paid by another party shall be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If the reduced payment is consideration for a taxable supply, clause 10.2 will apply to the reduced payment.

10.5 Survival

This clause 10 does not merge on Completion and continues to apply after expiration or termination of this document.

11 Notices

11.1 Form and delivery

Notices and other communications in connection with this document must be:

- (a) in writing;
- (b) delivered to or sent to the address or email address referred to in the Details in the case of the Buyer, and Schedule 1 in the case of the Seller; and
- (c) if the intended recipient has notified changed contact details, sent to the changed contact details.

11.2 When taken to be received

Communications are taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by post, 2 Business Days after posting (or 10 days after posting if sent from one country to another);
- (c) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (d) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,

whichever happens first.

12 General

12.1 Governing law and jurisdiction

The law in force in the place specified in the Details governs this document. The parties submit to the non-exclusive jurisdiction of the courts of that place.

12.2 Variation and waiver

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

12.3 Consents, approvals or waivers

Giving any approval, consent or waiver does not give any representation or warranty as to any circumstance in connection with the subject matter of the consent, approval or waiver.

12.4 Discretion in exercising rights

Unless this document expressly states otherwise, a party may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this document in its absolute discretion (including by imposing conditions).

12.5 Partial exercising of rights

Unless this document expressly states otherwise, if a party does not exercise a right, power or remedy in connection with this document fully or at a given time, they may still exercise it later.

12.6 Remedies cumulative

The rights, powers and remedies in connection with this document are in addition to other rights, powers and remedies given by law independently of this document.

12.7 Inconsistent law

To the extent the law permits, this document prevails to the extent it is inconsistent with any law.

12.8 Supervening law

Any present or future law which operates to vary the obligations of a party in connection with this document with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

12.9 Counterparts

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

12.10 Representations and undertakings continue

Each representation, warranty and undertaking in this document is a continuing obligation despite Completion.

12.11 Further steps

Each party agrees, at its own expense, to do anything each other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this document and the transactions contemplated by it.

12.12 Assignment or other dealings

A party may not assign or otherwise deal with its rights under this document or allow any interest in them to arise or be varied without the consent of the other parties which consent must not be unreasonably withheld.

12.13 Severability

If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this document or is contrary to public policy.

12.14 Rules of construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this document or any part of it.

Share Sale and Purchase Agreement

Schedule 1 Seller

Name	SRN	Contact details	Shares	Purchase Price	Account

Share Sale and Purchase Agreement

Schedule 2 Warranties

1 Shares

1.1 Title

The Seller is the registered legal and beneficial owner of the Shares.

1.2 No Encumbrance

There are no Encumbrances over the Shares.

1.3 No restriction

There is no restriction on the transfer of the Shares to the Buyer on the terms of this document.

1.4 Consents

The Seller has obtained all consents necessary to enable it to transfer the Shares to the Buyer.

1.5 No third party

No person other than the Buyer (in accordance with the terms of this agreement) has, or will have, any right (including without limitation, any option or right of first refusal) to acquire any of the Shares.

2 Seller's power and authority

2.1 Authority

The Seller has taken all action which is necessary to authorise it to enter into and perform its obligations under this document.

2.2 Power

The Seller has power, without any further consent of any other person, to enter into and perform its obligations under this document.

2.3 Binding obligations

This document constitutes legal, valid and binding obligations of the Seller, enforceable against it in accordance with its terms.

2.4 No contravention

This document and the performance by the Seller of its obligations under it, do not breach any applicable law or any Encumbrance or document which is binding on the Seller.

Share Sale and Purchase Agreement

Signing page

EXECUTED as an agreement

DATED:

SIGNED by [redacted] in)
the presence of:)
[redacted])
.....)
Signature of witness)
[redacted])
Name of witness (block letters))

[redacted])
.....)
Signature of [redacted]

EXECUTED by BLUEFIN)
INVESTMENTS LIMITED by its duly)
authorised officer in the presence of:)
[redacted])
.....)
Signature of witness)
[redacted])
Name of witness (block letters))

[redacted])
.....)
Signature of authorised officer)
[redacted])
Name of authorised officer (block)
letters)