Market Announcement

3 February 2020

Attached for the information of the market is ASX's query letter to Integrated Green Energy Solutions Ltd (ASX:IGE) dated 22 January 2020 and IGE's response dated 31 January 2020.

ASX's enquiries are ongoing. IGE's securities will remain suspended until further notice.

ABN 23 003 669 163

31 January 2020

Ms Puja Patel
Advisor, Listings Compliance (Sydney)
ASX Compliance Pty Limited
20 Bridge Street
SYDNEY NSW 2000

Integrated Green Energy Solutions Limited: ASX query

Dear Ms Patel,

Integrated Green Energy Solutions Ltd ("IGE" or "the Company") refers to you letter dated 22 January 2020 and comments as follows (using your numbering and inserting the questions in bold):

1) **Please provide a copy of the funding facility agreement IGE has with each of Tangier, SCG, Rabobank and any other related or unrelated party (not for release to the market).**

   IGE has funding facility agreements with Tangier, SCG, Rabobank and Mac Wealth Holdings Pte Ltd ATF Mac Wealth Holdings (Singapore). In addition, IGE has a combination of loans from directors and unrelated parties. These loans are from individuals and not loan facilities held with banks, financiers or similar institutions.

   Please find documents attached as requested.

2) **Please provide details of all amounts drawn down under each funding facility IGE has in place as at the date of response.**

   a. Mac Wealth Holdings Pte Ltd ATF Mac Wealth Holdings (Singapore) ("Mac Wealth"): The full A$10 million has been drawn down under the facility.
   b. Structured Growth Capital, Inc ("SGC"): SGC have informed IGE that it can expect the first funding drawdown from the US$90 million facility to occur in February. This amendment to the timing has arisen due to some necessary contract re-negotiations, not previously foreseen. These re-negotiations were concluded on 26 January 2020. The SGC funding relates to a multi-lateral agreement and the revised terms do not impact the terms of the arrangement between SGC and Integrated Green Energy Solutions Limited ("IGE"), other than creating a deferral to the funding schedule. It had been anticipated that the re-negotiations would be concluded on a timelier basis so that that the initial loan instalments would still fall into January, but it is now clear, this will be in February 2020.

      Mr Brian Engel, the President of SGC stated:

      "I appreciate that this represents a slight change in timing, but I assure you that the contracted US$90 million loan facility will be delivered in accordance with contractual obligations. After the Chinese New Year, when the banks re-open in Hong Kong on Wednesday 29 January, the process of transferring assets to the SGC funding bank can proceed.

For the avoidance of doubt, SGC will complete its contractual commitments with IGE. Our intention is that this will be the first of many loans provided to your company as you roll-out your solutions across the globe. SGC is very proud to be playing its part."

We will keep the market informed of this during February (see Appendix A).

c. Tangier Service Enterprises, Inc ("Tangier"): IGE anticipates receiving a down payment of US$39.6 million from Integrated Green Partners, LLC (IGP), the joint venture company held on a 50%/50% basis with GEP Fuel & Energy Indiana, LLC ("GEP"), who informs IGE that GEP has sourced US$300 million for the construction of the IGP facility planned for Camden, Indiana. This was stated in our ASX announcement dated 15 January 2020. Further to the announcement on 17 January 2020, GEP have advised that the US$300 million funding sourced via Tangier is on track and will be released by 14 February 2020. This update has been provided to IGE by GEP as part of GEP's contractual obligations to the IGP partnership to secure site funding for ASR sites in the USA. The Chief Executive Officer and President of GEP, Mr Stephen Hogan, has nominated himself as the GEP lead on the funding initiative, which equates to the following responsibilities:
   - Identify and perform due diligence on any prospective funder;
   - Be the sole interface with funders;
   - Negotiate the funding contract; and
   - Execute the funding contract.

   The Chief Executive Officer and President of GEP, Mr Stephen Hogan:

   "Despite the revision of the funding date, based on all the work done to reach this point, I remain absolutely confident that the Tangier funding will be delivered in February".

d. Rabobank: As announced on 2 August 2019, this is an operational loan not a project funding loan. The drawdowns will occur after operations of the Amsterdam site commence. In addition, Rabobank will provide support in terms of commodity price risk, interest risk and foreign exchange risk. We will keep the market informed of this progress.

3) Please explain the apparent inconsistency between the A$17,561,972 loan amount mentioned in point D (i) above and the drawn down amount of A$10,000,000 mentioned in point F above.

The amount of A$17,561,972 mentioned in point D (i) above represents the total loan amounts of IGE. The A$10 million represents the full draw down of the Mac Wealth facility (drawn down over three instalments) as outlined above in response to question 2, which has been utilised in the ongoing construction of the Amsterdam facility. The balance of A$7,561,972 is made up of a combination of loans from directors (A$4,991,653), and unrelated parties ($2,570,319). These loans are from individuals and not loan facilities held with banks, financiers or similar institutions.

4) Please provide a detailed explanation of the basis on which IGE made the statement in its 15 January 2020 announcement that ADIA was the source of the US$300 million funding facility to be provided to IGP.

IGE believes it had reasonable grounds to believe that the Abu Dhabi Investment Authority ("ADIA") was the source of the funds.

As IGE was informed and it believed the information to be price sensitive, it was required to inform the market.

Reasonable Grounds

IGE received communication through our financing partner in the United States, GEP, that ADIA was signing on with Tangier to fund IGP US$300 million. This was through a series of phone calls and meetings up to the date of the announcement. IGE did its own investigation of the parties involved, within the limits of its legal restrictions and commercially sensible activities as outlined in the NDA and Non-circumvention Agreement between GEP and IGE (Appendix H). Just prior to the announcement, IGE received an email chain that gave significantly more credence to the prospect of the funding. As a result of the communications received and the investigations undertaken, IGE believed that the funding as negotiated by GEP from Tangier utilising ADIA was reasonable and likely to occur imminently, and therefore something that a reasonable person would consider would affect the share price.

Therefore, IGE was bound to release the information to the market.

Detail

In understanding the basis of IGE's trust and confidence in GEP at the time of the announcement it is imperative that the history and contractual relationships of all parties are explained as it provides the fundamental basis upon which the announcement regarding ADIA was made:

The Integrated Green partners (IGP) partnership and obligations explained

IGP is a USA company 50% owned by GEP Fuel and Energy Indiana, LLC ("GEP") and 50% owned by IGE.

On 7 March 2017, IGE (then trading as FOY) and GEP formalised a heads of agreement by executing long form agreements. Clause 13.1 of this agreement gives precise details of the obligations of both IGE and GEP.

Summary

IGE, through its US subsidiary Integrated Green Energy US, Inc ("IGE US"), has the following primary contractual obligations:

- The provision of technology that allows the conversion of plastics derived from auto shredder residual to a range of fuels including road ready.

The primary contractual obligations of GEP are:

- Procuring of the ASR derived plastics,
- Identification and securing of the site for construction,
- Securing site funding of not less than US$200 million. The process that specifically governs how GEP and IGE are to interact whilst GEP is fulfilling this obligation is outlined in the NDA and Non-circumvention Agreement between GEP and IGE (Appendix H).

Tangier Services Enterprises Inc ("Tangier")

A contract between IGP and Tangier was signed October 22, 2019. The Tangier funding provider was identified and put forward by GEP, the contract negotiations were facilitated with GEP as the only contact with Tangier, and finally the Investment Agreement (the Agreement) with Tangier was signed by GEP CEO and President, Mr Hogan, on behalf of the IGP business. These actions were done in fulfillment of the contractual obligations of GEP to the IGP partnership.

Until the time IGE was contacted by ADIA, after the announcement of 15 January 2020, IGE executives had no exposure to Tangier and none to the funders of Tangier as per the obligations of the NDA and Non-circumvention agreement (Appendix H).

IGE did not announce the Investment Agreement (the Agreement) with Tangier at the time of signing after reference to the continuous disclosure obligations under Listing Rule 3.1.

"3.1 Once an entity is or becomes aware of any information concerning it that a reasonable person would expect to have a material effect on the price or value of the entity's securities, the entity must immediately tell ASX that information."

Further review of the Listing Rule 3.1 highlights the exceptions to disclosing information: 3.1.A.1 One or more of the following 5 situations applies:

• *"The information comprises matters of supposition or is insufficiently definite to warrant disclosure;"*

Further detail in provided in Guidance note 8: Section 5.4

Using the Guidance note as the corporate compass, the IGE Board set out to analyse the commercial status with respect to Tangier and what, if any announcements were required.

The IGE Board set out to answer the fundamental questions: Does the agreement pass the "reasonable test"? That is, does it pass a test of common sense by showing a commercial balance of risk and return for both parties? In other words: is it reasonable to consider that the agreement with Tangier is real based on the clauses of the agreement and all surrounding circumstances?

There were a number of items that were considered in answering these fundamental questions and in terms of announcing the Tangier agreement as at October 22, 2019. This consideration largely related to a review of the details of the contract terms, including fee structure, timing of fees and the level of risk attached to the agreement. This is also addressed in question 6. On completion of this review of the contract, it was determined that the terms of the Agreement are reasonable and commercial, giving adequate return on investment and control to Tangier whilst providing IGP with funding for ASR sites with no upfront risk.

As part of the terms, Tangier will receive a US$5,600,000 fee for the acquisition, processing and providing the investment funds to the Company. This fee would be payable if and only if the actual funding was received. This in effect means that the risk to IGE is completely mitigated. In other words, there is no benefit to Tangier unless they perform and deliver the contracted funding. In other words, there is no scam involving an upfront payment.

This fee represented a fee of approximately 2% of the capital raised. This was deemed to be consistent with fund brokers that IGE had dealt with on previous occasions: Bell Potter (5% of capital raised for a high-risk IPO), Ord Minnett (5% of capital raised for a high-risk IPO), MDR Developments (2% of capital raised), SGC (8.5% interest on loan funds). The MDR agreement was most similar to the Tangier agreement.

As part of the contract terms, the Tangier Agreement also specifically required an IGP board seat, upon delivery of the funding. This was deemed to be a fair and reasonable request from a party loaning US$300 million.

We also considered GEP's relationship with Tangier's principals. Please refer to the attached letter (Appendix B) from Mr Hogan, CEO of GEP Fuel and Energy, LLC (GEP), CEO IGP. Mr Hogan is a well-respected businessman whom IGE had met and dealt with on numerous occasions. The Board felt that the endorsement of GEP for the Tangier relationship was a determining factor in the due diligence of Tangier.

In addition to the above, we also reviewed the credibility of company (address), principals and the structure put in place (SPV)

(Please also refer below to question 6 regarding these matters).

Address: The address listed for the entity in the company search of 1425 N Dallas Ave Lancaster, TX 75134 aligned with their website and a google search showed this address is a legitimate office building that has Regions Bank signage.

Principals: The company searches we undertook for Tangier Service Enterprises identified who the company's executives and directors were. The CVs of the senior executives are extremely impressive.

Company Structure: We understood from GEP that the strategy of Tangier was the establishment of a special purpose vehicle ("SPV") for the purposes of fulfilling the Tangier Agreement. This practise is not uncommon in the world of structured finance deals: the purpose is to circumvent the parties involved, the funding arrangement, and the spirit of the deal. That is, the Board considered it a positive sign that Tangier were using an entity with very limited history as this provided them and IGP a good platform for the future in terms of simplicity, focus and clarity.

The board also took into account the following:

i. The company had received over 50 emails from GEP, dating back as far as July 2019 as well as a multiple of verbal representations and updates regarding funding that referred to Tangier and ADIA;
ii. GEP was an ethical organisation comprising a team of experienced executives (as per the attached executive summary – see Appendix C); and
iii. As detailed in the 2017 prospectus, GEP is specifically responsible for:
    - Procuring of the ASR derived plastics;
    - Identification and securing of the site for construction; and
    - Securing site funding of not less than US$200 million.

The day prior to Mr Hogan signing the Tangier agreement, Mr Hogan sent an email on 22 October 2019 (Sydney time) to a number of parties, including IGE directors that stated in reference to this agreement that *"[Tangier] will take the executed document … to Abu Dhabi Thursday. ADIA will loan the funds to Tangier….[Tangier] feel this is a done deal*." There was also a reference in this email to another organisation but they ultimately did not form part of this deal structure. It is clear now that over the next 60 days the components of the funding deal structure evolved.

At the time of signing, we had received at least 23 emails from GEP that referenced ADIA and there had also been numerous references to them during our regular teleconferences with GEP.

IGE had independently confirmed that ADIA is a sovereign wealth fund owned by the Emirate of Abu Dhabi and was founded for the purpose of investing funds on behalf of the Government of the Emirate of Abu Dhabi.

It was recognised that a sovereign wealth fund is a state-owned investment fund that invests in real and financial assets such as stocks, bonds, real estate, precious metals, or in alternative investments such as private equity fund or hedge funds. It was also noted that sovereign wealth funds invest globally and are funded by revenues from commodity exports or from foreign-exchange reserves held by the country's central bank.

IGE had also been advised by GEP that our projects fit within the ADIA sustainable investment strategy guidelines and as our commercial returns were strong, there was a logical fit.

In response to this information, we reviewed the following commentary from the ADIA website regarding their sustainable investment strategy and concluded IGE represented a reasonable investment target, given our environmentally focused projects, commercial returns and ADIA's progressive and evolving investment strategy.

The ADIA website states regarding **Sustainable Investing**:

"As a long term, responsible investor, ADIA recognises the importance of building a portfolio that is able to capture opportunities and anticipate challenges arising from major global trends. Key among these is climate change, and ADIA has taken a number of steps over recent years to analyse the implications of climate change and integrate climate considerations into its decision-making around new and existing investments.

Climate Change and the Potential Investment Impact

In 2017 – 2018 ADIA created eight internal asset class-specific task forces, who considered in detail the potential ramifications of climate change for ADIA. At a two-day event in early 2018, attended by more than 400 ADIA delegates, these eight task forces presented their asset class specific analyses on the likely impact of climate change. Their recommendations, on how ADIA could evolve its future investment strategy to manage and benefit from changing long-term market dynamics, are now being implemented.

One Planet initiative:

The One Planet Summit gathered together world leaders and public and private finance stakeholders in Paris in December 2017 to discuss the key issue of financing climate action. As part of this event, the One Planet Sovereign Wealth Fund Working Group was created to exchange and advance best practices on climate issues.

The Working Group comprised six global SWFs: the Abu Dhabi Investment Authority, the Kuwait Investment Authority, the New Zealand Superannuation Fund, Norges Bank Investment Management of Norway, the Public Investment Fund of the Kingdom of Saudi Arabia and the Qatar Investment Authority.

In July 2018, the Working Group published a framework to promote the integration of climate change analysis in the management of large, long-term and diversified asset pools. Building on current industry best practice, the Framework seeks to foster a shared understanding among long-term asset owners with regard to key principles, methodologies, and indicators related to climate issues. It also aims to identify climate-related risks and opportunities in their investments and enhance investment decision-making frameworks to better inform SWFs' priorities as investors and participants in financial markets.

As a founding member of the One Planet Sovereign Wealth Fund Working Group, ADIA endorses the Principles in the framework:

Principles

1. ***Alignment –*** *Build climate change considerations into decision-making, which are aligned to the SWFs' investment horizons;*
2. ***Ownership –*** *Encourage companies to address material climate change issues in their governance, business strategy and planning, risk management, and public reporting to promote value creation;*
3. ***Integration –*** *Integrate the consideration of climate change-related risks and opportunities into investment management to improve the resilience of long-term investment portfolios."*

We further noted that the ADIA website contained a fraud warning (as set out below) and indeed took comfort from the fact that ADIA are so aggressive in this area. The Company did not consider itself exposed to any of these issues for the following reasons:

- Neither GEP, IGP or IGE were providing any funds in advance;
- No commercially sensitive information outside of project optics was provided; and
- No banking services were being requested directly from ADIA.

As no funds were being paid and both Tangier and GEP executives were spending significant time on this Agreement for no apparent benefit until actual funds were received, IGE did not believe a fraud or scam was in progress.

"Fraud Warning

The following information is designed to help members of the public protect themselves against fraudulent activity involving institutions or individuals claiming to represent, or offer products or services on behalf of, the Abu Dhabi Investment Authority ("ADIA").

Established in 1976, ADIA is a globally diversified investment institution that is wholly owned by the Government of the Emirate of Abu Dhabi. ADIA does not provide any form of banking services to individuals or companies or serve as a representative of any financial institutions.

Under no circumstances would ADIA and its employees initiate emails or telephone calls requesting individuals to disclose or confirm their personal or financial information. Furthermore, should you be contacted by individuals or institutions purporting to be from ADIA, claiming to offer banking or other services, or requesting monetary deposits, or phishing for information such as account details, personal identification details and passwords, you should assume that these individuals or institutions are engaging in fraud or identity theft and should be reported to your local police authority.

ADIA's official website operates only under one domain name http://www.adia.ae, and is not connected with the hosts of any other websites that may look similar to its official website. You may access the ADIA website by typing the above domain name into the address bar of your browser, or by bookmarking the genuine website. We recommend that you do not access the ADIA website through hyperlinks provided in emails or websites from an unknown origin, internet search engines or pop-up windows.

- If you receive any suspicious messages or identify any suspicious websites that purport to be related to ADIA, please complete the enquiry form, selecting Report from the drop down list.

Advisory information: suspicious behaviour

ADIA takes reports of suspicious behaviour or fraudulent activities, including bribery, corruption or exercise of undue influence involving ADIA employees and its counterparties seriously.
- If you wish to report any suspicious behaviour involving an employee of ADIA, please complete the enquiry form, selecting Suspicious Behaviour from the drop down list."

The major determining factor in reaching the decision to not announce the Tangier agreement as at October 22, 2019 (US time) was the lack of clarity with respect to timing. The agreement refers to a tranche 1 funding date of "on or around November 22, 2019". It was concluded that we should wait for a more definitive and tighter timeframe to increase the level of certainty before making an announcement.

Conclusion

The IGE board had no direct exposure to the Tangier organisation as this was facilitated by GEP in fulfilling their contractual IGP duties as outlined in the NDA and Non-circumvention Agreement between GEP and IGE (Appendix H). The IGE board felt that the Tangier Agreement had all the characteristics of a standard funding agreement. The clause that determined that no fees would be paid until after funds were received gave the Board a high degree of confidence that Tangier was not constructing a fraud or scam to ensnare IGP. The involvement of ADIA as a funding source was considered plausible in overview and given that we did not find any contradictory communications or information, the described involvement of ADIA did not create a concern.

The transaction was a multi-lateral agreement that gives effect to US$300 million in funding. The transaction was however still considered "incomplete" as the exact timing of the first tranche could not be determined with certainty and as such should not be announced as per 3.1.B of the Listing Rule 3.1.

The Board did not want to create a false market based on "materially incomplete information" relating to the exact timing of the first tranche which could not be determined with certainty: the agreement refers to "on or around November 22, 2019".

That is, it was considered that the multiple written and verbal funding representations made by GEP along with the terms of the Tangier Agreement were a significant reason to disclose the agreement, however on balance, following a review of all the information and the listing rules, the IGE board concluded that an announcement should be deferred until it was communicated that the funding was imminent.

Key Dates and Events

December 11th – December 13th: Integrated Green Partners, LLC (IGP) Meeting in Houston

A. Attendees

- The meetings, held over several days, were attended by the following personnel:

Mr Stephen Hogan, CEO of GEP Fuel and Energy, LLC (GEP), CEO IGP

Mr Tony Prehm, Director IGE/IGP
Mr Ron Ehlinger, CFO IGE/IGP
Mr Paul Dickson, Chairman IGE/IGP
Mr Stuart Clark, Managing Director IGE, Director IGP
Mr Bevan Dooley, Director IGE
Mr Joshua Herbertson, Company Secretary, IGE

B. Purpose

- The purpose of the meeting was:
    - for the IGP partners to meet and align in terms of the corporate and operational set up of IGP given that funding from the Agreement was imminent.
    - for the Board of IGP to meet and formalise a number of administrative tasks (refer Agenda Appendix G).

C. Relevant Items Discussed by the full attendee group on the 11th December, 2019 and Documented by Joshua Herbertson:

Detailed minutes of the meeting note the following was discussed with all attendees regarding the financing update provided by Mr Hogan of GEP on Wednesday 11 December 2019:

Financing

There are 3 separate finance options:

Tangier:

- The total contracted funding is US$300 million.
- The first tranche of US$80 million is imminent and could be as soon as this week as it is thought the funds have now been transferred from ADIA to the USA (to be confirmed*) and are either about to be or are being processed by Homeland Security;
- Balance of funding is an option to IGP, provided KPIs are achieved; and
- Tangier has been paid no fees up-front but will be entitled to a 5% equity stake in IGP, a seat on the board of directors and non-voting preferred stock paying an annual dividend of 3.5% of the funding balance less any repayments made.

* This was in fact confirmed via email on Monday 16 December. We were also advised that once Homeland Security completed their review of the funds received, the monies would be released to Tangier.

Church Group:

- Group funds heritage and humanitarian projects;
- GEP informed IGE that the Church Group investment committee had approved the IGP Camden project at its committee meeting held on 4 October;
- The generation of funds for the IGP project was completed in November;
- Total funding package was US$8 billion, of which IGP would get US$390 million (balance to other projects unrelated to IGP);
- On 12 December 2019 GEP advised IGE that funds were awaiting clearance with US Homeland Security as they were coming from overseas sources;
- Contracts to be completed prior to issuing of funds to IGP;

- Proof of funds witnessed by GEP agent being the sighting of a bank account that showed funds in excess of the project requirements of IGP;
- First tranche is US$55 million, balance to be drawn down over 18 months;
- Church Group receive 20% equity in project financed by funds and a seat on the board of the subsidiary company operating the chosen project; and
- GEP advised funds possibly to be received in December 2019, and definitely in February 2020.

Insurance Group:

- Initial project to receive US$390 million in funding;
- The Insurance Group would receive 20% equity in project financed by funds and a seat on the board of the subsidiary company operating the chosen project;
- Potential for 6 sites to be funded by the Insurance Group for US$390 million each;
- The Insurance group was currently in the process of generating funding for the IGP projects; and
- GEP advised IGE funding most likely in January 2020 and definitely in February 2020.

D. Conclusion Following Houston Management Meetings

The IGE attendees remained confident of the GEP funding options with no IGE attendee raising any concerns about the three funding options raised after the meeting on the 11th December 2019. The IGE attendees believed that the Tangier funding option would proceed first. It was resolved by the IGE attendees to wait until further advice was given by GEP on the certainty of the timing of the funding from Tangier given the background checks being conducted by Homeland Security prior to making an announcement. It was considered that once the Homeland Security process was further progressed and the timing clearer, IGE should make an announcement

E. IGP Board Meeting:

As part of this series of meetings, an IGP board meeting was held on Thursday 12 December 2019 (see Appendix G)

The board meeting attendees were:

Mr Stephen Hogan, CEO of GEP Fuel and Energy, LLC (GEP), CEO IGP
Mr Tony Prehm, Director IGE/IGP
Mr Ron Ehlinger, CFO IGE/IGP
Mr Paul Dickson, Chairman IGE/IGP
Mr Stuart Clark, Managing Director IGE, Director IGP
Mr Joshua Herbertson, Company Secretary, IGE

An excerpt from the board minutes from the meeting held on 12 December 2019 confirmed the topics discussed by the full group of attendees on the previous day and refer specifically to:

(1) Funding from ADIA

"Tangier has organized loan funding via Abu Dhabi Investment Authority ("ADIA") but the principal contact at Tangier also identified at least two other sources of funds…".

(2) Down-payment to IGE

"Approve initial payment to IGE for Equipment purchase

Down payment invoice submitted by IGE for 24 modules for US$39,600,000, which represents approximately 56.6% of the total module cost of $70,000,000. Motion to pay by Stuart Clark. Second by Stephen Hogan. Motion passed."

(3) Payment Date for Modules of 31 January 2019 to be Confirmed with Funders

"Stephen Hogan will confirm that down payment amount US$39,600,000 for 24 modules is accepted by the funders and moreover that funding will be available before 31 January 2019 (refer resolution passed in item 10). He will advise Stuart Clark immediately upon receipt of confirmation". This advice was received on 30 December 2019 (as referred to on page 11 below)

The board minutes also summarise the terms of the Investment Agreement with Tangier.

<u>Announcement: 31st December, 2019: Major US Transaction Finalised</u>

Information Received from December 14 to December 31, Leading to Announcement Regarding Major US Transaction Finalised

Subsequent to the conclusion of the Houston meetings on December 13, various updates were received from GEP supporting the progress of the transaction with Tangier utilising funding from ADIA and details of the progress of the vetting process by US Homeland security. The key updates are discussed below.

Just after the meetings concluded, on 16 December 2019, it was confirmed by GEP that funds were transferred from ADIA to the USA to be utilised for the IGP project. It was expected that the funds would be deposited into the IGP bank account prior to 31 December following processing by US Homeland Security as they conducted checks on the details behind the transaction in line with anti-money laundering and terrorism laws in the USA. It must be noted that, IGP relied heavily on the anti-money laundering and terrorism laws of major international and domestic banks as the ultimate risk mitigation to ensure funding was from legitimate sources. This was stated to be an administration issue that would not slow or delay the flow of funds.

An email update was received from Mr Hogan on the 25th December 2019 (attached Appendix D) stated he expected funds to transferred as at 31 December 2019: the following excerpt makes reference to payment by year end (31st December 2019).

"She has a hard date to make the full transfer before the end of the year."

On the 30th December 2019 Mr Hogan confirmed in a telephone call with Mr Clark that the US$39.6 million invoice for the down payment of the modules was accepted by the funders and would be paid in in January 2020. He said it could be this week and, in any case, it will be by January month-end.

The abovementioned email, teleconference along with various other emails and other discussions between Mr Clark and Mr Hogan lead to the IGE Board to reconsider all the information available and came to the conclusion that the previous reason for not announcing the availability of the GEP funding and the funds due to IGE, was no longer valid. The GEP funding was now deemed to be in place and the impact for IGE clear as the amounts were known as was the expected deadline date of funding.

On 31st December 2019, IGE, in accordance with Listing Rule 3.1, announced to the market that funding of US$300 million had been secured by its joint venture partners GEP Fuel and Energy, LLC (GEP), for the joint venture entity Integrated Green Partners, LLC (IGP). It was stated that these funds would be utilised to construct 1,200 tonne per day plastic to fuel facility in Camden, Indiana.

The source of the funds to Tangier was not included in the announcement as it was determined that the key information to be released to the market at that point in time was the fact that the Board believed based on the representations of our joint venture partner GEP, that IGP had secured the funds required to construct a 1200 TPD site at Camden Indiana. Further, that the source of funds at that time was deemed immaterial when viewed in the context of the funding being secured. We considered sufficient to remind the market (as previously disclosed in the 2017 prospectus) that GEP was responsible for sourcing the funding. Although the Tangier transaction was considered by far the most likely source of funding, there were other sources of funds via GEP which were considered highly probable and could be utilised by GEP prior to 31 January as disclosed in the Houston meeting detailed above.

When applying the “reasonable test” to the appropriateness of this decision, we can look at the actual market impact retrospectively and see that when this announcement was made on the 31st December 2019 that in excess of 11.5 million shares were traded. Further, the shares traded over the period from the 31st December when the announcement was made until the 15th January when the next announcement was made there was more than 37 million shares and saw the share price move from $0.11 to a high of $0.305 before moving back to $0.17. The significance of the funding announcement on the 31st December is recognised by the Board of IGE. We ask the ASX to consider this actual market impact with the knowledge at this point in time that ADIA was not mentioned.

<u>Announcement 15th January</u>

Information Received from January 1 to January 15, Leading to Announcement Regarding Funding Update

On 13 January 2020, Mr Hogan advised that Tangier had informed him that, during a 3.5-hour teleconference held between Tangier, Homeland Security and the US Federal Reserve, a Tangier representative was told the investigation was almost complete and that best-case funds would be in the IGP bank account by Thursday 16 January if everything goes well.

On 15 January 2020, Mr Hogan from GEP, after being advised by Tangier, informed IGE via teleconference that US Homeland Security had completed all but 2% of their required checking process before advising the US Federal Reserve that the funds were cleared for release to Tangier. Moreover, Mr Hogan advised that the Federal Reserve had specified that once the last 2% of the checking process was complete, the funds were to be released immediately. From these details, IGE concluded that the first tranche of US$80 million would be received by IGP well prior to 31 January 2020 and therefore it was concluded that a further market update needed to be given.

Accordingly, on 15 January 2020, IGE, in accordance with Listing Rule 3.1, IGE made a further update to the market in relation to the funding of US$300 million that had been secured by its joint venture partners GEP, for the joint venture entity Integrated Green Partners, LLC (IGP). It was stated that these funds would be utilised to construct a 1,200 tonne per day plastic to fuel facility in Camden, Indiana. At this stage, based on the GEP representations, it was clear that their initial source of funding was finalised. Further, we had independently confirmed via our own research that it was reasonable to accept that ADIA was the source of Tangier funding , as it was a sovereign wealth fund, founded for the purpose of investing funds on behalf of the Government of the Emirate of Abu Dhabi and that our projects, as well as providing a commercial return, and the IGP project aligned with their sustainable investment strategy guidelines as communicated publicly.

Therefore, the announcement noted that the ultimate source of these funds was the Abu Dhabi Investment Authority ("ADIA"). The involvement of ADIA was confirmed to IGE over months of correspondence, meetings, and negotiations between GEP and Tangier. This conclusion was based on multiple representations from GEP, including over 50 emails, from as early as July 2019. These representations and the various detailed updates led IGE to the conclusion that the ultimate funder of this transaction was ADIA.

The involvement of ADIA was considered background information only and the point of the announcement was merely to confirm that the funding announced on 31 December, remained on track. We thought such an update would be viewed fairly neutrally by the market. It should be noted that when the "reasonable test" is applied to the significance of ADIA, by reviewing the market impact retrospectively, the optics suggest that ADIA's significance is far less than the announcement of the funding itself.

- The market-based movements after the announcement on the 15th January referencing ADIA lead to only 10.3 million shares being traded versus 11.5 million shares traded after the 31 December announcement: that is, the funding announcement resulted in 11.7% more shares being traded than the ADIA announcement.
- The stock movements after the announcement referencing ADIA until the suspension of the stock was just over 17 million shares. This is put into perspective when the shares traded following the funding announcement on the 31st December until the follow up announcement on the 15th January 2020 was over 37 million shares. The significance of the funding announcement is 116% more when viewed in comparison to the ADIA announcement.
- The share price impact over the days of trade following the ADIA announcement saw the share price decline by 40% from a high of $0.215 to closing of $0.13, which is a continuation of the trend that was being experienced. The 31 December announcement resulted in a share price increase from $0.11 on 30 December to $0.16 on 31 December to $0.305 on 2 January and then the trend from that point was a gradual decline.

Summary of market impact of the ADIA announcement

Based on the actual market movement, the analysis leads to the conclusion that the ADIA announcement of 15 January, had little if any impact on the gradual price decline trend that was being experienced.

Indeed, it remains the opinion of the Board that an extension of the "reasonable test" would suggest that the average shareholder and investor does not know who ADIA is, what they represent, nor what if any impact they may have on the future of a company. This bears true when considering the share trades processed and the share price movement post the ADIA announcement, the optics of which is a continuation of an already established downward trend.

5) **Please provide a detailed explanation of how IGE came to be informed that ADIA was not the source of the US$300 million funding facility, as referred to in its 17 January 2020 announcement.**

<u>Summary</u>

IGE was contacted by ADIA following the IGE announcement to the market to inform IGE that ADIA was not the funder as IGE had been informed. IGE contacted GEP as per the requirements as specified in the NDA and Non-Circumvention Agreement and in turn GEP contacted their representative contact from Tangier.

It was explained that in the case of Tangier, their source of funding is from overseas public and private investors located primarily in the Abu Dhabi region. While Tangier had previously given updates in relation to ADIA to GEP and this had been passed onto IGE, it has now been confirmed that the ADIA sovereign fund is not the ultimate provider of funds in this current round of funding to Tangier. These facts had not been fully clarified during the day on 17 January 2020, however there was sufficient information by that afternoon to release a correcting statement.

<u>Detail</u>

<u>Chronology and Explanation of IGE Announcement Regarding Tangier and ADIA on 17 January 2020</u>

<u>16th January 2020</u>

On 16 January 2020, IGE was contacted by a representative of ADIA requesting that IGE issue a correction stating that ADIA is not involved in the investment mentioned in the announcement of 15 January 2020. IGE immediately contacted GEP as per the requirements of the NDA and Non-Circumvention Agreement and requested a call with Tangier and its representatives by phone regarding the contact made by ADIA. No one from IGE had previously had contact directly with Tangier in relation to the Tangier Agreement and IGE had relied exclusively on its interactions with GEP for funding updates as required under the terms of the executed NDA and Non-Circumvention Agreement.

During the call with Tangier on 16 January 2019 it was advised by Tangier that:

- Tangier obtains its funding from a variety of sources, including private and public institutions and individuals.
- Tangier had previously identified ADIA as a potential source of funding and this had been discussed with GEP;
- Tangier were confident that the funding would be available in January, 2020;
- It was required that US Homeland Security undertake a review process as the funds were coming from overseas sources, and this was the normal procedure.
- US Homeland Security had almost finished their process of vetting the Tangier funding;
- Only 2% remained to be vetted by Homeland Security;
- IGE were advised that Tangier had spoken to US Homeland Security to request expediting this last stage of the process; and
- A correcting announcement should not be made until Tangier’s chief negotiator has verified certain facts regarding ADIA’s final involvement as he had been the key figure in these negotiations.

17th January 2020

During a call with the Tangier on 17 January 2019 from approximately 2.20 pm to 3.00 pm, it was advised by Tangier that:

- Tangier obtains its funding from a variety of sources, including private and public institutions and individuals, from various territories including Abu Dhabi;
- Tangier was considering what it could disclose in terms of its funding sources;
- Tangier had, at this juncture, been unable to confirm through its chief negotiator the precise role of ADIA in this specific funding structure;
- While there was clearly a clarification required between GEP and Tangier in terms of the parties involved in the funding, Tangier recommended IGE make no further announcement until Tangier's chief negotiator could elucidate the matter with GEP; and
- Tangier remained confident regarding the timing of the funding, being January 2020.

At approximately 3.05pm, there was a phone call with representatives of ADIA to confirm the position. Consequently, the announcement was immediately uploaded to the ASX website at 3.09 pm on 17 January 2020.

A call was held with Mr Hogan of GEP and Mr Clark and Mr Dickson of IGE at approximately 7.02am on 18 January 2020 where Mr Hogan stated that he believed that the source of the problem was that there were initial representations from Tangier that ADIA would be a well-suited funding partner as part of their sustainable investment portfolio to invest in the IGP projects. That he believed that while he now realised that nothing may have proceeded with the ADIA in terms of the funding for the IGP project that the process had led to continuing discussions between individual investors from Abu Dhabi and Tangier. Mr Hogan confirmed that the Tangier funding did progress with a consortium of public and private institutions and individuals primarily based in Abu Dhabi and the funding would be delivered in January, 2020.

Summary

The contractual obligations as detailed in the NDA and Non-Circumvention Agreement between GEP and IGE, and the result of our reliance on the verification and due diligence work undertaken by GEP and the consistent, unwavering representations from GEP, lead IGE to accept the information that it was relying on to be correct and to keep the market fully informed of this information resulting in the announcement made on the 15th January, 2020.

IGE will make further announcements when substantiated information becomes available in accordance with Listing Rule 3.1.

6) Please provide a detailed explanation of the due diligence process that IGE conducted on Tangier, its source of funds and its capability to provide the US$300 million funding facility.

IGE relied upon representations made by our funding partner GEP in the United States per contractual agreements between GEP and IGE as detailed in the NDA and Non-Circumvention Agreement.

IGE referred to the investing partners of Tangier that they had been informed of to determine if those partners had sufficient funds to provide US$300 million. ADIA satisfied that criteria.

Given the arrangement between GEP and Tangier is one of a Broker/Client relationship as detailed in the NDA and Non-Circumvention Agreement, Client/Investor communications are not possible to investigate this matter further.

Tangier Due Diligence Process

Funding responsibility: Contractual

As agreed between GEP and IGE, the responsibility for sourcing funds and undertaking appropriate due diligence via US organisations was to be undertaken by GEP. Notwithstanding this, any public announcement regarding funding organised by GEP was, as referred to above, deferred until receipt of funding was reportedly imminent.

As detailed in the 2017 Prospectus ("the Prospectus), IGE entered into a long-form agreement with GEP Fuel and Energy Indiana, LLC ("GEP") in March 2017. The following is an extract from the prospectus:

"GEP Agreement

On 10 November 2016 FOY entered into a heads of agreement with a view to forming a joint venture with GEP Fuel & Energy LLC, a USA based company planning to construct a 1,500 tpd facility in the USA utilising ASR as feedstock. This is planned to be the first of 10 ASR facilities to be built over 5 years. This agreement provides that FOY and GEP intend to incorporate a US company held 50% by FOY and 50% by GEP. It proposed that FOY will have the right to appoint the majority of nominees to the board of this company.

On 7 March 2017, FOY and GEP formalised this heads of agreement by executing long form agreements. Under this contract FOY, through its US subsidiary Integrated Green Energy US, Inc ("IGE US"), agrees to be responsible for the following services:

- *a) procure a license to the FOY Technology to the Company in accordance with the terms the License Agreement;*
- *b) provide, directly or through an Affiliate or Third Party, design, engineering and related services in addition to construction and/or retrofitting of each Production Facility with the FOY Technology, process design and commissioning of the Production Facilities;*
- *c) provide, directly or through an Affiliate or Third Party, marketing support services, including the development and provision of marketing materials and website design, implementation and maintenance, product quality services and other consulting services on an as requested basis;*
- *d) provide or procure product warranties consistent with Prudent Industry Practices, including nameplate guarantees for the Production Facilities utilizing FOY Technology;*
- *e) provide, directly or through an Affiliate, operation and maintenance services related to the FOY Technology to the Company as more fully described on Schedule 13.1(e); and*
- *f) provide construction support and other general assistance relating to the FOY Technology to any contractors engaged to provide engineering, procurement and construction services for the construction and/or retrofitting of any Production Facility.*

As per the contract, FOY will be paid for these tasks at a commercial rate. It will invoice monthly for all relevant amounts as soon as design and construction commence. That is, payment will be received by FOY prior to any external costs being incurred by FOY.

GEP's obligations under the agreement are:

a) procure, solicit and facilitate the supply of ASR feedstock to the Company from Affiliates or Third Parties on terms that are acceptable to and approved by the Management Committee;
b) procure purchasers to offtake the products of the Company on terms that are acceptable to and approved by the Management Committee;
c) provide construction support and other general assistance to any contractors engaged to provide engineering, procurement and construction services for the construction and/or retrofitting of any Production Facility;
d) procure all environmental and regulatory Consents and Permits necessary for the construction, retrofit, start-up, operation, maintenance and expansion of the Production Facilities;
e) procure debt financing for the Company sufficient to cover the capital costs associated with the construction, retrofit, start-up, operation, maintenance and expansion of the Production Facilities on terms that are acceptable to and approved by the Management Committee;
f) provide or procure suitable feedstock warranties consistent with Prudent Industry Practices and supply guarantees;
g) identify, apply for and manage the review and approval process relating to grants and tax incentives available to the Company in connection with the development, construction or operation of the Production Facilities; and
h) utilize the FOY technology exclusively in the fulfillment of its obligations under the terms of this agreement.

GEP are entitled to the same compensation terms as FOY."

IGP: The GEP and IGE relationship explained

IGE and GEP have been in discussions from 2016 when GEP, after a world-wide search of the market approached IGE regarding utilisation of their technology. Both parties undertook due diligence during 2016 and GEP provided the attached referenced in November 2016 (Appendix E). After completion of all due diligence of the credentials of the personnel as well as various meetings and negotiations, the abovementioned agreement was reached on 7 March 2017.

An executive summary regarding the GEP organisations and its personnel is attached (Appendix C).

Summary

- GEP is team of very experienced and reputable businessmen;
- IGE held and hold the executive team of GEP in the highest regard; and
- IGE Board relied on the GEP experience and accepts that its decision to move forward with Tangier.

IGP: The Tangier Agreement

Subsequent to the execution of the Tangier Agreement, there have been a range of discussions with GEP regarding their various funding opportunities, but they have not progressed or been announced to the market as they have not exhibited sufficient specifics regarding quantum or timing. Indeed, the executives of GEP had not allowed these arrangements to pass to the board of IGP for consideration. The reason was commonly that many of the proposed loan funding arrangements required fees payable in advance and/or required quick decisions and promised quick monies and therefore failed the "reasonable test" in terms of being legitimate sources of funding.

The Tangier funding was unique in this regard as it required no large pre-funding fees or other large fees in advance, with fees due and payable only upon Tangier performing and delivering actual funds to the IGP bank account. The Board was aware of incidences where companies had been the subject of fraud and had been convinced to pay significant fees in advance to unscrupulous "funders" in return for large sums of loan funds at attractive terms.

The Principals of the Tangier business were very impressive. We had reviewed the CV of the senior executive at Tangier, who had for many years been a business colleague of the President of GEP-Mr Hogan. Further, the CV of the signatory on the Tangier Agreement has an equally impressive CV.

The Investment Agreement between IGP and Tangier (the "Tangier Agreement') was signed by Mr Hogan on behalf of IGP and a representative of Tangier on 22 October 2019. The Tangier Agreement was reviewed in detail. This review led to the conclusion that the terms of the Agreement are reasonable and commercial, giving adequate return on investment and control to Tangier whilst providing IGP with funding for ASR sites with no upfront risk.

A letter from Mr Hogan, regarding the due diligence work undertaken by GEP and the history of the Tangier Agreement is attached (Appendix B).

In addition to the due diligence undertaken by GEP, from July 2019 to the current time there has been approximately 100 phone calls with GEP representatives by IGE, interrogating GEP regarding the structure, terms and certainty of the loan funding as well as a forensic review of the status undertaken over 3 days in Houston. GEP's latest advice is that funding is expected by mid-February.

The Board of IGE will keep the ASX updated on these developments.

7) **As part of that due diligence, did IGE ask for and receive a copy of Tangier's financial statements? If not, why not? If so, please provide a copy of those financial statements (not for release to the market).**

No balance sheet or financial statements are available as the entity is created specifically for the purpose of this transaction.

The company searches we undertook for Tangier Service Enterprises, Inc identified it as a special purpose vehicle (SPV) that had been established in February 2019 with the directors being George Ward, R L Nixon and LJ Ward for the purposes of facilitating this funding agreement. Based on the entity being a SPV and its role being effectively a broker for the arrangement of loan funding form a third party, the strength of their specific balance sheet was deemed immaterial at the time of signing. This was considered particularly the case given that they had not represented themselves to be anything other than an SPV with a network of public and private entities that would allow them to organise funding for our sites in the US.

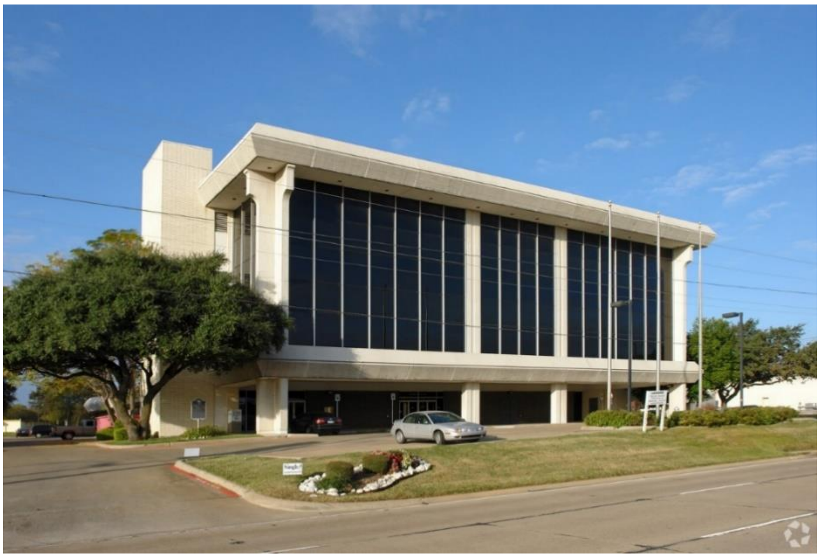
Such SPVs rarely have websites as they are not actively pursuing clients in this manner. The only purpose is to provide basic information to their contracted parties for purposes of verification.

More specifically, we found that Tangier filed as a Domestic For-Profit Corporation in the State of Texas on Friday, February 8, 2019 as recorded in documents filed with Texas Secretary of State.

The above information aligned with the facts tabled by GEP regarding the entity and its principals. We understood that the strategy of Tangier was the establishment of a ("SPV"). That is, they considered it a positive attribute that they were using an entity with very limited history as this provided them a good platform for the future in terms of simplicity, focus and clarity.

The address listed for the entity in the company search of 1425 N Dallas Ave Lancaster, TX 75134 aligned with their website and a google search showed this address is a legitimate office building that has Regions Bank signage. There is further signage on the building stating there is office space available for rental and that DFW Commercial Realty Group is the agent responsible for managing the rentals.

Again, this information was 100% consistent with the information provided by GEP.



Finally, the true and ultimate due diligence of a funder comes with the application of the international banking systems protocols in relation to anti money laundering (AML), terrorism and fraud detection. Funders such as Tangier will always source their funds from a wide range of public and private institutions and individuals. IGP in turn will always rely on the banking protocols to ensure compliance to all relevant banking rules and regulations.

In other words, IGE is protected and has a high-risk mitigation protection through the protection bestowed upon it from its international banking relationships. In Australia that is Westpac, Singapore it is UOB and OCBC, in the Netherlands its RABO Bank, in Hong Kong its HSBC and the US its Wells Fargo. All of these banks have very strict clearly written and applied AML , anti-terrorism and anti-fraud disciplines. IGE has seasoned accounts with all these banks and would not be permitted to move money through these accounts without fully disclosing and having verified and approved the source of all funding.

8) As part of that due diligence, did IGE review Tangier's website (www.tangierservices.com/)? If not, why not? If so, what conclusions did IGE draw from that review about the nature of Tangier's business and its capacity to provide a US$300 million funding facility?

The Tangier website was reviewed. It was noted that they had a basic, generic website consistent with a SPV operation. The IGE Board is well aware of the ease to construct a sophisticated website and that this is often used to disguise the true nature of a company. As previously mentioned, the item of most interest was that the details provided on the website matched the details we had been previously provided. As an example: we confirmed that the office address listed was bona fide and noted that it gave a very broad description of their services and collective expertise.

Again, the information in the website was consistent with the information provided by GEP.

Their basic website was not considered a material item in terms of entering into a contract with commercial terms.

9) As part of that due diligence, did IGE enquire about Tangier's corporate clients and its previous experience in providing significant funding facilities to such clients (noting that Tangier's website unusually does not list any clients or significant lending transactions in which it has been involved)? If not, why not? If so, what was revealed by those enquiries?

The Tangier entity was established less than 6 months prior to negotiations commencing and it was understood by all parties that the entity itself did not have a history of corporate clients or establishing funding facilities. Rather the Tangier entity was constructed as an SPV to facility this transaction. GEP had made this very clear to us at the time of signing the agreement and our own due diligence had confirmed it.

The principals of the Tangier SPV were on the other hand highly regarded businessmen with established business networks. Further, the credentials of the Tangier executives were endorsed by our trusted and long-term business partner Mr Hogan.

The contract was entered into on the basis that the entity was an SPV and the role of Tangier was to broker an arrangement for loan funding from a third party. Tangier represented themselves to be senior businessmen with a network of commercial, well-financed contacts. This network would allow them to organise funding for commercial projects in the USA. It was indicated to us the fact of our forecast commercial returns combined with the positive environmental impact of our technology would assist them in negotiating a positive outcome in a relatively short period of time.

Mr Hogan was able to provide us with information of the significant CV's of Tangier's Senior Executives and the experience and history of these two dynamic businessmen as endorsed by Mr Hogan, also a successful businessman whom was a key driver in our decision to move forward with the Tangier entity.

10) **Please confirm how IGE proposes to address the net deficit in its current assets and the material uncertainty related to going concern referred to in its statutory accounts for the financial year ended 30 June 2019.**

    IGE is addressing the net deficit in its current assets and the material uncertainty relating to going concern referred to in its statutory accounts for the year ended 30 June 2019 through the following ways:

    a. Through the debt funding the US$90 million facility with SGC to begin in February 2020;
    b. Through the receipt of fees totalling US$70 million (with the initial invoice being for a total of US$39.6 million, to be paid in 3 equal instalments beginning February 2020) from IGP for the construction of 24 modules for the IGP facility planned for Camden, Indiana. IGE will generate an arm's length negotiated profit margin on the construction and supply of the modules to the IGP partnership;
    c. IGE continues to be in discussions with various parties relating to a combination of debt and equity funding. Once finalised, these funds will be utilised to complete the construction and to fund operations of facilities in Europe, Asia and North America;
    d. The debt facility with Rabobank, which is specific to the operations of the Amsterdam plant;
    e. By converting existing debt finance to equity;
    f. By operating facilities at a profit to enable it to pay creditors and funding commitments as they fall due; and
    g. By entering into strategic partnerships in areas such as global offtake arrangements.

    Please find attached a Going Concern review of IGE prepared for the IGE board (Appendix F).

11) **Please provide additional information on the $75,286 amount included in IGE's statutory accounts for the financial year ended 30 June 2019 for patents and what this relates to (eg is it made up of payments for patent applications and patent attorney fees).**

    The $75,286 included in IGE's statutory accounts for the year ended 30 June 2019 relate solely to patent attorney costs and patent application fees for IGE's patent protections over a variety of jurisdictions, as outlined in the response to question 12.

12) **Please provide an update on the status of all patent applications pending, or granted, held by IGE.**

    An update on the status of all patent applications pending, granted, or held by IGE is set out below:

Intellectual Property Status

IGE has lodged a patent application through the international registry Patentscope WO/2017/088015 for the Production of Hydrocarbon Fuels from plastics. This patent application has completed the international coverage round and has now been individually registered in the following countries:

1 **AUSTRALIA**

Under application number 2016358310 gave IGE entry into the national phase for Australia on 30 May 2018. Australia reserves the right to require an examination on patents lodged. No action is required at the present time.

2 **EUROPE**

Under application number 16867448.9 gave IGE entry into the European Patent Office on 25 June 2018. IGE have received a Search Report for this application. A response to the report has been lodged. No action is required at the present time.

3 **CHINA**

Under application number 201680068435.7 gave IGE entry into the national phase for China on 23 May 2018. The next step in China will be the issuance of an examination report. No action is required at the present time.

4 **HONG KONG**

Under application number 191216852 gave IGE entry into the national phase for Hong Kong on 1 April 2019. The Hong Kong Registry reserves the right to require an examination on patents lodged. Hong Kong has not yet requested an examination. If Hong Kong are satisfied that all requirements are met, the patent will be published. The publication will mark the completion of the first stage of the two-stage procedure in Hong Kong. The second stage will come with a deadline to complete a request for registration and granting of the patent. No action is required at the present time.

5 **INDONESIA**

Under application number P00 2018 04496 gave IGE entry into the national phase for Indonesia on 22 June 2018. A request for an examination report has been lodged. No action is required at the present time.

6 **USA**

Under application number 15/778587 gave IGE entry into the national phase for the USA on 23 May 2018. The USA reserves the right to require an examination on patents lodged. We have received an examination report for this application. A response to the examination report has been lodged. No action is required at the present time.

7 **SINGAPORE**

Under application number 11201903469V IGE entry into the national phase on the 17 April 2019 (back dated to 23 November 2016). A request for a search and examination report has been lodged. No action is required at the present time.

New Patent Application

A new patent application covering the changes to the technology used in Amsterdam and our upcoming plants has been prepared and lodged with the Singaporean patent office on 19 December 2019 with lodgement number 10201912672T under IGE's wholly owned Singaporean subsidiary. Once processed it will global coverage for the patent will have the 19th December 2019 priority date.

13) **Please confirm that IGE's responses to the questions above have been authorised and approved in accordance with its published continuous disclosure policy or otherwise by its board or an officer of IGE with delegated authority from the board to respond to ASX on disclosure matters.**

Confirmed.

Yours sincerely,

Stuart Clark
Managing Director

Appendix A

STRUCTURED
GROWTH CAPITAL

27 January 2020

Stuart Clark
Managing Director
Integrated Green Energy Solutions Limited
Suite 306/781 Pacific Highway
Chatswood Sydney NSW 2067

Transmitted to email address: sclark@igesolutions.org

Dear Stuart,

Re: Structured Growth Capital Inc. ("SGC") USD 90 Million Loan Facility

Further to previous advice, please be aware that there has been a slight delay to the funding process. The initial funding will now occur in February 2020 and a complete funding schedule, specifying the loan schedule instalments will be provided to you by 10 February 2020.

This amendment arises due to some necessary contract re-negotiations, not previously foreseen. The positive news is that the renegotiations concluded over the weekend and terms were agreed. The revised terms do not impact the terms of the arrangement between SGC and Integrated Green Energy Solutions Limited ("IGE"), other than creating a deferral to the funding schedule. I had hoped that the renegotiations would be concluded on a timelier basis so that your initial loan instalments would still fall into January, but it is now clear, this will push into February 2020.

I appreciate that this represents a slight change in timing, but I assure you that the contracted US$90 million loan facility will be delivered in accordance with contractual obligations. After the Chinese New Year, when the banks re-open in Hong Kong on Wednesday 29 January, the process of transferring assets to the SGC funding bank can proceed.

For the avoidance of doubt, SGC will complete its contractual commitments with IGE for the debt funding. Our intention is that this will be the first of many loans provided to your company as you roll-out your solutions across the globe. SGC is very proud to be playing its part.

Please feel free to distribute this loan facility update to any major suppliers or interested parties.

I trust this transparency provides you certainty regarding the loan facility available to you and represents sufficient information for planning.

I commit to keeping you up to date as we enter the last steps of providing the contracted loan funds.

Yours sincerely,

Brian Engel
President
Structured Growth Capital Inc.

Appendix B

GEP Fuel & Energy Indiana, LLC
6191 Messina Lane, Unit 305, Cocoa Beach, FL 32931
317.601.0509

24 January 2020

Ms Puja Patel
Advisor, Listings Compliance (Sydney)
ASX Compliance Pty Limited
20 Bridge Street
SYDNEY NSW 2000

I am writing to you as the CEO and President of GEP Fuel and Energy, LLC ("GEP"), and the CEO of Integrated Green Partners LLC ("IGP").

I have been requested to detail my relationship with Tangier Service Enterprises, Inc. ("Tangier"), the due diligence work undertaken and further to explain the process and progress of Tangier in securing the funding of US$300 million for the IGP ASR plastics to fuel plant in Camden Indiana.

1. Integrated Green Partners Inc.

IGP is a USA company 50% owned by GEP and 50% owned by Integrated Green Energy Solutions Ltd (IGE) through its US subsidiary Integrated Green Energy US, Inc ("IGE US").

This company was formed with the purpose to construct a 1,500 tpd facility in the USA utilising plastics derived from automobiles (ASR) as feedstock. IGP plans to construct 10 ASR facilities across the USA over the next 5 years.

Long form binding contracts were executed on the 7th March 2017. The obligations of each party are clearly explained under Clause 13.1 of this agreement. IGE US is responsible for the following services:

a) procure a license to the FOY Technology to the Company in accordance with the terms the License Agreement;
b) provide, directly or through an Affiliate or Third Party, design, engineering and related services in addition to construction and/or retrofitting of each Production Facility with the FOY Technology, process design and commissioning of the Production Facilities;
c) provide, directly or through an Affiliate or Third Party, marketing support services, including the development and provision of marketing materials and website design, implementation and maintenance, product quality services and other consulting services on an as requested basis;
d) provide or procure product warranties consistent with Prudent Industry Practices, including nameplate guarantees for the Production Facilities utilizing FOY Technology;
e) provide, directly or through an Affiliate, operation and maintenance services related to the FOY Technology to the Company as more fully described on Schedule 13.1(e); and
f) provide construction support and other general assistance relating to the FOY Technology to any contractors engaged to provide engineering, procurement and construction services for the construction and/or retrofitting of any Production Facility.

GEP's obligations under clause 13.2 of the agreement are:

a) *procure, solicit and facilitate the supply of ASR feedstock to the Company from Affiliates or Third Parties on terms that are acceptable to and approved by the Management Committee;*
b) *procure purchasers to offtake the products of the Company on terms that are acceptable to and approved by the Management Committee;*
c) *provide construction support and other general assistance to any contractors engaged to provide engineering, procurement and construction services for the construction and/or retrofitting of any Production Facility;*
d) *procure all environmental and regulatory Consents and Permits necessary for the construction, retrofit, start-up, operation, maintenance and expansion of the Production Facilities;*
e) *procure debt financing for the Company sufficient to cover the capital costs associated with the construction, retrofit, start-up, operation, maintenance and expansion of the Production Facilities on terms that are acceptable to and approved by the Management Committee;*
f) *provide or procure suitable feedstock warranties consistent with Prudent Industry Practices and supply guarantees;*
g) *identify, apply for and manage the review and approval process relating to grants and tax incentives available to the Company in connection with the development, construction or operation of the Production Facilities; and*
h) *utilize the FOY technology exclusively in the fulfillment of its obligations under the terms of this agreement.*

Summary:

- IGE: provide technology that works and can produce at contractual nameplate capacity
- GEP: supply ASR derived plastics, identification, negotiate and securing the site for construction, identify, negotiate and secure site funding of US$300 million.

2. Funding:

GEP has successfully negotiated three lines of funding for IGP. These have been sourced, vetted and negotiated via my vast network of contacts generated through my high-level commercial activities over the last 50 years in the USA:

2.a Tangier:

- The total contracted funding is US$300 million.

2.b Church Group:

- The total contracted funding is US$390 million.

2.c International Investment Company partnering with an Insurance Company:

- The total contracted funding is US$390 million.

All of these agreements are commercially sensitive and highly confidential and cannot be shared. Even IGE has received limited details regarding each funding, with their information coming to them via regular (often daily) succinct, accurate phone calls and emails from me regarding pertinent milestones and facts. The exception to this is the Tangier agreement which was signed on 22 October 2019 and was provide to IGE the day before I signed it as it needed their approval in their capacity as 50% owners of IGP.

All three sources of funding are at different stages of the draw-down process. I am confident that the Tangier funding will be received in January 2020 and absolutely certain that it will be received by mid-February, 2020. Further, I am extremely confident that the funding options from "The Church Group" and the "International Investment Company partnering with an Insurance Company" will result in the draw-down of funds in February, 2020.

3. Process and protocols

As per the contractual obligations of the IGP Agreement, GEP is required to source and secure funding for the IGP projects. The GEP Board has nominated myself as the lead in this initiative. This responsible equates to the following:

- Identify and perform due diligence on any prospective funder;
- Be the sole interface with the funders;
- Negotiate the funding contract;
- Execute the funding contract.

In relation to the Tangier funding agreement I have personally performed all of the above tasks and have successfully secured funding of US$300 million that will commence in January, 2020.

4. Due diligence: Tangier.

Personal reference:

The due diligence process of Tangier was conducted via personal interfacing between myself and the senior executives of Tangier (refer attached CVs).

- Mr [redacted] is a highly successful business man whom I have known and worked with since 2016.
- Mr [redacted] is the owner of Tangier. Mr [redacted] is a highly successful business man with an esteemed pedigree that any company would be proud to be associated with.

I have dealt with [redacted] since his years as the founder and principal of KayPat Enterprises, LLC. a successful consulting company specializing in financing. I discussed with him contemporaneously his decision to join [redacted] team at Tangier. I thought then, as I do now, that John's decision to join forces with a man of [redacted] integrity and qualifications was a good decision for John and would lead to a business of great success and contribution.

My business community holds both these individuals in high regard in terms of their ability and credibility. All reference checks I have made through my network have always come back positive regarding their personal credentials, their achievements and their ethics.

The information received from Tangier has been consistently credible, detailed and always aligned with any third-party verification reviews I undertook.

Company structure:

Tangier has been established as a special purpose vehicle to facilitate this funding agreement. This is a usual practise in such structured finance agreements and is well known to anybody I the sophisticated finance sector. It must be noted that the relevance of a sophisticated website in the due diligence should always be deemed irrelevant as such things are easily created and manipulated. A sound way to perform due diligence is vis direct interaction and knowledge of the parties involved.

Anti-money laundering:

I can confirm that the funding investors Tangier are from overseas and as such have been subject to the detailed review process of Homeland Security of the US to ensure all investors comply with the AML protocols and other legal requirements of the US. The US controls have become particularly tight in this area over the past 20 years and continue to be an area of increasing scrutiny and review.

5. Sources of funds:

Where and how funders source their funds is also primarily irrelevant. This is the case as all first world countries and all international and leading domestic banks have strict anti-money laundering (AML) protocols that must be adhered to.

In the case of Tangier, the source of funding is from overseas public and private investors located primarily in the Abu Dhabi region. While Tangier had previously given updates in relation to ADIA and this had been passed onto IGE, it has now been confirmed that the ADIA sovereign fund is not the ultimate provider of funds in this current round of funding.

However, this should also be deemed irrelevant as funders such as Tangier will always source their funds from a wide range of public and private institutions and individuals. IGP in turn will always rely on the banking protocols to ensure compliance to all relevant banking rules and regulations.

Conclusion:

- I am ready willing and able to act as a reference of Tangier both verbally or in written form.
- I am confident that Tangier will be funding IGP in the month on January 2020 and certain of Tangier funding by mid-February 2020.
- I am confident of further debt funding from two other options detailed and this will occur in February 2020.

If you have any further questions please feel free to contact me,

Yours sincerely,

Stephen J Hogan

Stephen Hogan
Chief Executive Officer and President
GEP Fuel and Energy Indiana, LLC

Appendix C

GEP Fuel & Energy Indiana, LLC
6191 Messina Lane, Unit 305, Cocoa Beach, FL 32931
317.601.0509

About GEP Fuel and Energy Indiana, LLC

GEP Fuel and Energy Indiana, LLC ("GEP") is a US based private company comprising an experienced management team with a history of financing, constructing and operating a variety of energy plants including commodity, biodiesel, biomass and ethanol facilities.

The key management team are also shareholders in the business and have a combined 160 plus years in project development, process engineering, procedures development, implementation and all facets of operations policy.

Working predominantly in the renewable energy and renewable fuels industry since 2004, they have developed several biofuels projects, with the largest project to date being Indiana Bio-Energy, LLC. This involved the financing, construction and operation of a 100 million gallon per year ethanol plant in Bluffton, Indiana. This operation was successfully merged into Green Plains Renewable Energy, LLC, and now forms are major part of the NASDAQ listed company's biofuels production.

Having such a strong history in the renewable energy and fuels industry has allowed the GEP team to acquire a detailed knowledge of building operational excellence into various organizations and building successful teams that are keenly focused on process and productivity improvements, lead time reductions, quality, safety and profitability of their operations.

Since 2014, the team at GEP has dedicated its expertise into the conversion of waste plastic materials into commercially viable products, utilising environmentally-friendly recycling and manufacturing methods. To this end, the Company has formed a joint venture with the Australian publicly listed entity Integrated Green Energy Solutions Ltd ("IGES") with the goal of developing a "renewable energy" project in Camden, Indiana. The project will host an end of life non-recyclable waste plastics to Ultra-Low Sulphur Diesel (ULSD) fuel plant consuming approximately 1200 tons of plastic per day and yielding economically viable conversion rates of high cetane ULSD and Gasoline. GEP has successfully debt funded the construction of the plant through a US$300 million debt facility, with site works to begin in early 2020.

GEP Management:

Stephen Hogan (GEP) – Chief Executive Officer

Mr. Hogan is a creative and entrepreneurial financial professional with 40 years' experience as a CPA and CFO of several companies. He has proven success in a number of professional, managerial and entrepreneurial engagements.

Mr. Hogan was a partner in the national accounting firm Clifton, Gunderson & Co. The firm, now known as Clifton Larson Allen, is a top ten accounting firm in the US. Hogan was CFO and ran the day-to day operations of Herr's, Inc., the top independent distributor in the Arts and Crafts industry. The Company was known for its efficient operations, great service and pricing.

Mr. Hogan joined Environmental Solutions, Inc. (ESI) as CFO in 1998. Hogan was successful in raising $40 million in private equity and debt which allowed the Company to engineer and construct one of the premier facilities in the world for the efficient processing of oily water and other contaminated water pollutants. He closely managed the construction project in addition to the daily financial activities of the business.

In 2005 Hogan and Troy Flowers formed Midwest Bio-Management, LLC for developing renewable energy projects. The partners spent nearly a year performing due diligence to pursue the fuel ethanol business east of Illinois. MBM worked with Industry leaders, Fagan, Inc., ICM and ProExporters to develop a plant in Northeastern Indiana. Hogan then formed Indiana Bioenergy, LLC to conduct feasibility studies, negotiate land options, utility hook ups and conduct a public relations campaign in advance of permitting. The $180 million project proceeded with Fagan Construction and ICM Technologies and was completed ahead of schedule and under budget. Equity was raised within the local community as well as a joint venture between Sir Richard Branson's Virgin Company and the Irish company NTR. Debt was raised through bonds and syndication through AgStar. The plant was commissioned in October 2010 and was merged into the public company Green Plains Renewable Energy shortly there-after.

In 2009 the Team formed Four Leaf Energy, LLC to pursue the purchase of waste to energy market. Solar and wind projects are also of interest, providing the economics meet internal hurdles. In order to accommodate the move to waste to energy and solar and wind the Team formed the entity Global Energies Partnership, LLC. The Company has been active for approximately one year. To accommodate the purchase of Chambers Fuel & Energy, LLC the same individuals formed the Texas LLC named GEP Fuel and Energy. Subsequently, Integrated Green Partners, LLC was formed in business partnership with FOY.

Anthony Prehm (GEP) – Chief Operating Officer

As Owner of PM Consulting LLC, Mr. Prehm is responsible for all business aspects of the company. Mr. Prehm started his consulting career in September of 2003 and has continued to provide services since that time in many different ag and fuel related industries.

Over the course of his career, Mr. Prehm has 22 plus years in the soybean processing industry, 8 plus years in ethanol and 16 plus years in biodiesel as well as other industries. Responsibilities over the years included corporate and facility management for multiple soy processing and soy oil refinery facilities, ethanol plants biomass pelletizing and various biodiesel plants. Other experiences include: Investigating multiple algae production technologies, performing bench top R&D work, comparing multiple biodiesel FAME technologies as well as performing due diligence, site selections and feasibility studies for developing companies. Mr. Prehm also provided direct oversight of an alcohol fractionization of phospholipids and CO2 extraction of oil producing granular lecithin. While working in the soy industry, Mr. Prehm managed systems for soy flour production, Soy hull pelleting, soy oil refining including deodorization, centrifuging, bleaching, degumming, lecithin and hydrogenation as well as fully managing the operations of multiple plants.

Most recently all efforts have been applied toward optimizing waste materials into energy and engineered feed pellets. Over the span of his career, Mr. Prehm has been involved in project development, process engineering, all facets of operations policy and procedures development and implementation. Prior to starting PMC, Mr. Prehm was Vice President of Operations overseeing the day to day operations, staffing and policy development of a startup company with one operating ethanol plant, three ethanol plants under construction and evaluating options for pursuing biodiesel technologies.

Mr. Prehm specializes in working with struggling plants to help them overcome obstacles while working with their staff to properly prepare and train them for success. Over the past 30 plus years, Mr. Prehm has led or participated in more than 10 plant startups These new starts not only include the physical operations of the equipment but performing and conducting the necessary training for new employees. The types of processes include, soy crush, vegetable and waste oil refining, mechanical crush, pelleting, expelling, extruding, soy flour, biodiesel, ethanol and biomass production.

Troy Flowers (GEP) - Chief Supply Officer

Troy Flowers received his undergraduate degrees in Biology and Chemistry from St. Joseph's College in 1982. Upon graduation, he was asked to develop and lead a capital gifts campaign for the college for two years before attending graduate school at the Indiana University School of Medicine. He successfully raised the needed $10 million, continued his education in Clinical Microbiology and launched his career in technology and sales development.

An experienced entrepreneur having spent the last two decades building environmentally sound and technologically oriented companies from the ground up, Troy Flowers has the expertise to analyze market opportunities and to implement development strategies to bring businesses to fruition and maintain profitability. Flowers has been recognized as an "emerging growth" entrepreneur both on a State and National level and has provided technical, marketing and sales oversight to the medical, pharmaceutical and environmental industries for the last 30 years.

Flowers has been involved entirely in the renewable fuels industry since 2004 developing biofuels projects. The largest project to date is Indiana Bio-Energy, LLC. This is a 100 million gallon per year ethanol plant in Bluffton, IN and has been merged into Green Plains Renewable Energy, LLC. Flowers and Hogan developed the entire greenfield project that was completed in 2008.

Mike Shindelar (GEP) - Director of Operations and Construction

Mr. Shindelar is a thirty plus year Management professional that has specialized in building Operational excellence in various organizations. Mr. Shindelar has worked with startups, midsized organizations and Fortune 500 companies. He has worked in multiple business segments; Agriculture, Aerospace, Consumer Goods Manufacturing, Oil and Mining industry, and Commercial Construction. He has held multiple positions over is career from Senior Process Engineer, Plant Manager, Operations Manager, VP of Manufacturing, VP Operations, Consultant, Executive Director and CEO.

Mr. Shindelar has managed teams as large as twelve hundred associates, in union and non-union environments and had P & L responsibility for multi plant organizations. At each organization Mr. Shindelar has built successful teams that have been focused on, process & productivity improvements, lead time reductions, Quality, Safety and Profitability.

Mr. Shindelar has a Mechanical and Industrial Engineering Degree from Iowa State University.

Ron Ehlinger (GEP) – Chief Financial Officer

Early in his career Mr. Ehlinger was the Manager of Accounting for Mutual of Omaha and its affiliates for preparation and filing of annual reports to State Insurance Commissioners in all 50 states and filing all financial information with rating agencies such as Standard and Poor's and AM Best.

Mr. Ehlinger has many years of experience as a controller for ethanol, biodiesel, and commodity companies. He was the Operations Controller for Altra Inc. in Omaha, Nebraska, where he was responsible for overseeing the construction of three ethanol plants in Indiana, Ohio and Nebraska totaling $500 million, as well as the day-to-day accounting activities for an existing ethanol plant in Goshen, California. He was also the Controller of Channel Biorefinery, a biodiesel plant in Houston, TX. He established the accounting policies, controls and procedures while the plants were under construction. His responsibilities included monthly entries, monitoring the cost against contracts and project budgets and submitting monthly bank draws.

After the plants were completed, Mr. Ehlinger established full operating budgets and projections for all the plants. He worked with operations personnel to establish metrics to measure, manage and report the performance of each plant on a daily and monthly basis.

Mr. Ehlinger was the Controller for Hansen-Mueller Co., a grain commodities company based in Omaha, Nebraska that had 16 grain elevators in six states. At Hansen-Mueller, he managed the daily cash flows, prepared monthly financial statements, prepared monthly reports to meet borrowing base and compliance reporting requirements, and managed the accounting staff.

Mr. Ehlinger's most recent experience was Director of Accounting at the public accounting firm Miller Grossbard Advisors where he was responsible for the day to day accounting for 9 clients and 34 entities with each client having sales from $25 million to $100 million.

Mr. Ehlinger has been involved in numerous startups over his 30+ years in accounting serving renewable fuels, agricultural commodities, construction, dotcom, government contracting, compounding pharmacy, and manufacturing industries.

Appendix D

From: Stephen Hogan
To: Paul Dickson; Stuart Clark; TP gmail; Troy Flowers; Ron Ehlinger; Matthew Macaluso; Mike Shindelar; Pete Wagoner; Debbie Hogan
Subject: ADIA funds
Date: Wednesday, 25 December 2019 1:42:01 AM

Team,

Yesterday the partial transfer was ready to go. Apparently Homeland was well on their way completing the investigation. The Department head put a stop to the transfer. She was afraid the partial would slow down the process. She has a hard date to make the full transfer before the end of the year. I am speculating that Trump will do one of his famous "Your fired" if this does not happen.

They do not provide specific information, but we are guessing it will be next week.

Steve Hogan

Appendix E

GEP Fuel & Energy Indiana, LLC
6191 Messina Lane, Unit 305, Cocoa Beach, FL 32931
317.601.0509

November 11, 2016

To Whom It May Concern,

My partners and I at GEP Fuel & Energy Indiana, LLC ("GEP") have been involved in the energy and environment industries for over two decades. Over the last five years we have been undertaking an extensive search of the available waste plastics to fuel ("WPTF") technologies throughout the world in order to complement our waste recycling facilities across the USA. The result of our studies and due diligence was that the Integrated Green Energy ("IGE") solution is the most robust and commercial solution in the world. Despite many claims to the contrary, no other technology is able to produce road ready fuel on a commercial scale this efficiently. This is due, amongst other innovations, to their unique continuous feed system.

The combination of the pyrolysis technology with IGE's unique, patented 5th generation technologies provides a low emission solution that produces fuel which meets the USA standards and is a high value output, produced from a range of low value inputs. The true competitive advantage in the IGE technology is the patented solvent extraction system which allows impurity removal, allowing a broader range of plastics to be utilised in the production of true road-ready petrol and diesel.

I am delighted that the publicly listed Australian company, FOY Group Ltd is now partnering with us at GEP to roll-out the IGE technology in USA. It is a wonderful opportunity to make a positive contribution to the environment. Together we are reducing the exploitation of fossil fuels, finding alternative uses for waste plastics and producing a valuable, in-demand product.

Yours sincerely,

Stephen J Hogan

Stephen J. Hogan
Chairman and President
GEP Fuel & Energy, LLC

Appendix F

Going Concern – review and update

Executive Summary

As a matter of corporate governance and with reference to the comments made by the Auditor in the audited financial statements, the going concern status of the company has been reviewed, at the request of the board of directors as part of the preparation for the upcoming AGM.

The below is a summary of that review:

1. The IGES accounts are prepared on a going concern basis as the board considers IGES to be a going concern. The Auditor has drawn attention to the going concern issue without disagreeing with the board.
2. Until IGES has completed a plant and achieved positive operating cashflow, IGES maintains cashflow by both Debt and Equity transactions with the market.

    - ***Debt***
      IGES has developed, and continues to develop debt finance opportunities to maintain its going concern status. The market has been updated regarding loan draw-downs as well as loan agreements with both Rabobank and SGC.

    - ***Equity***
      IGES has used, and will continue to use, the ability to sell up to 15% of its share capital to the market to maintain cashflow. At 40c per share, this equates to 23.6M. At 11c per share, this equates to $6.5M. Of course, there is capacity to raise share funds well in excess of this, with shareholder approval, however the preference is to generally utilise loan funds rather than equity funds in order to limit the dilutive impact on current shareholders. Therefore, it is generally assumed that equity funding will be restricted to 15% per annum.

      Demand for IGES shares remains ongoing, as indicated by annualised average share sales on market of approximately $21M @40c per share and $6 Million @ 11c per share respectively.

      Further, following this upcoming AGM, there will be 198,495,611 options available for redemption which combine to represent a cash in-flow of $72,899,123 when redeemed. As the timing of these redemptions cannot be determined by the board of directors, a conservative stance has been taken and the option funds have not been factored into the overall surplus calculations below notwithstanding that the current options as well as the issuance of further options necessarily represent a source of funds.

    - ***Terms***
      IGES manages its trade creditors and financiers to ensure good relations with suppliers and other business operations. These relationships allow extended payment terms with suppliers to maintain a net positive cash position.

    - ***Net Surplus of funds***
      IGES manages its overall going concern status by considering all areas of operation and funding. A high-level overview of that status to the point when the first plant contributes a positive operating cashflow, shows a net surplus of $AUD 64.2M as shown below, not

including prospectus or special vote share sales, that is with a limit on equity funding of just 15%:

Item	**$AUD**
Negative working capital	(44.6M)
Cost to complete Amsterdam	(30.0M)
SGC Loan @ AUD:USD 0.68	132.3M
15% share capacity @ 11c	6.5M
Surplus	**64.2M**

As of the date of this report, there are no court ordered payment demands on the company or demands that have not been addressed either legally or through payment arrangements and as a result of this combined with the above, IGES remains a going concern.

Going Concern – review and update

Accounting standard requirements - Going Concern

The financial accounts of IGES are prepared in accordance with AASB 101 – Presentation of Financial Statements. Broadly, as the board does not intend to cease trading or liquidate the company, the board considers the company to be a going concern.

The financial statements have been audited by Hall Chadwick since 2016. Prior to 2016, BDO was the auditor in 2014 and 2015 whilst PwC was the auditor in 2013. Based on the accounting standard requirements, all the auditors over the last 7 years have concluded there is "material uncertainty" that IGES is a going concern however that this qualification does not extend to requiring the auditor has not required IGES to restating the financial statements. That is, all auditors over the last 7 years, have concluded that, on balance, it is correct to prepare the financial statements on a going concern basis. It is also noted that although there have been subtle changes to the wording of the various reports over the last 7 years, the fundamental conclusion across all years is to support the director's decision of preparing the accounts on a going concern basis:

Auditor	Financial Year	Statement
PwC	2013	"… the existence of a material uncertainty related to events or conditions which may cast significant doubt on the consolidated entity's ability to continue as a going concern and therefore the consolidated entity may be unable to realise its assets and discharge its liabilities in the normal course of business and at the amounts stated in the financial report."
BDO	2014	"… the existence of a material uncertainty that may cast significant doubt about the consolidated entity's ability to continue as a going concern and therefore, the consolidated entity may be unable to realise its assets and discharge its liabilities in the normal course of business."
BDO	2015	"… the existence of a material uncertainty that may cast significant doubt about the consolidated entity's ability to continue as a going concern and therefore, the consolidated entity may be unable to realise its assets and discharge its liabilities in the normal course of business."
Hall Chadwick	2016	"… the existence of a material uncertainty that may cast significant doubt about the Group's ability to continue as a going concern and therefore, the Group may be unable to realise its assets and discharge its liabilities in the normal course of business and at the amounts stated in the financial report."
Hall Chadwick	2017	"… a material uncertainty exists that may cast significant doubt on the group's ability to continue as a going concern. Our opinion is not modified in respect of this matter."
Hall Chadwick	2018	"… a material uncertainty exists that may cast significant doubt on the group's ability to continue as a going concern. Our opinion is not modified in respect of this matter."
Hall Chadwick	2019	"… a material uncertainty exists that may cast significant doubt on the group's ability to continue as a going concern. Our opinion is not modified in respect of this matter."

As an analysis of the comments made by the Auditor, this report will now analyse the accounting standards relevant to the comment made by the auditor.

AASB 101 addresses the definition of and issues around "going concern" in paragraph 25, stating:

Going Concern – review and update

> ***When preparing financial statements, management shall make an assessment of an entity's ability to continue as a going concern. An entity shall prepare financial statements on a going concern basis unless management either intends to liquidate the entity or to cease trading, or has no realistic alternative but to do so. When management is aware, in making its assessment, of material uncertainties related to events or conditions that may cast significant doubt upon the entity's ability to continue as a going concern, the entity shall disclose those uncertainties. When an entity does not prepare financial statements on a going concern basis, it shall disclose that fact, together with the basis on which it prepared the financial statements and the reason why the entity is not regarded as a going concern.***

In assessing the going concern basis of reporting mentioned in paragraph 25 above, the following paragraph 26 gives some information and states:

> *In assessing whether the going concern assumption is appropriate, management takes into account all available information about the future, which is at least, but is not limited to, twelve months from the end of the reporting period. The degree of consideration depends on the facts in each case. When an entity has a history of profitable operations and ready access to financial resources, the entity may reach a conclusion that the going concern basis of accounting is appropriate without detailed analysis. In other cases, management may need to consider a wide range of factors relating to current and expected profitability, debt repayment schedules and potential sources of replacement financing before it can satisfy itself that the going concern basis is appropriate.*

The section of this paragraph relevant to IGES refers to the ability of management to consider "*sources of replacement financing*" to maintain the "going concern" status.

IGES Gong Concern Status

IGES' going concern status is measured against the standard as the standard requires, namely by looking at more than trading cashflows, to the wide range of factors that enable IGES to continue to operate with its current business partners. This includes debt transactions, potential equity transactions and the management of trade payables.

External Finance - Debt

IGES currently has several opportunities to obtain large amounts of external finance as detailed in its releases to the market. The most recent of these was on 1 November 2019, detailing anticipated Rabobank funding of €18 Million (approximately $AUS 29 Million) and the latest developments in the SGC funding of $US 90 Million (approximately $AUS 132 Million). This notice was the first instance of the Rabobank funding being released to the market following work completed by IGES management. The SGC agreement was first reported to the market on 28 April 2017 and formed part of the material contract disclosures in the 2017 prospectus

In numerous board meetings, the directors of the board and the independent contracted secretary have been informed and updated on the progress of the SGC funding and its change in focus from 4 UK sites to one site in Amsterdam and other potential sites. In addition, funding has been obtained from other finance sources and off market share sales, as required, to maintain financial liquidity at all times.

Share transactions – Equity

Following each AGM, IGES has taken the opportunity to refresh the ability to sell an additional 15% of shares on the market to external parties. The current market capitalisation of IGES at 11c per share is $43.33 Million, meaning that at 11c per share, IGES has the capability to sell up to $6.5 Million to new shareholders. At higher prices, this number would increase significantly. Historically, IGES held 40c for some time. At this price, IGES would have the ability to sell up to $23.6 M on market.

There is demand for the shares. Over the last 214 days, an average of 150,422 shares in IGES were traded per day. At the current share price of 11c per share, this amounts to approximately $16,500 per day of shares traded. Over a full year this equates to approximately $6 Million per year in share trades. At higher share prices of say 40c, this would equate to $21M in share trades annually.

It is noted that additional share sales may be made over the 15% capacity limit by shareholders at an EGM or AGM or by the issuance of a prospectus. Also, following the upcoming 2019 AGM, there will be 198,495,611 options available for redemption which combine to represent a cash in-flow of $72,899,123 when redeemed. These options as well as the issuance of further options necessarily represent a source of funds.

This potential access to equity funding far exceeds current liabilities, all financial commitments, the current net asset deficit and the investment required to complete the Amsterdam site.

Trade Creditors

Relationships with trade creditors are in good standing with payment arrangements or deferrals obtained and maintained, as required. As far as I am aware at the date of this report, there are no court ordered payment demands on the company or demands that have not been addressed either legally or through payment arrangements.

Loan funds remain payable and have the capability to be re-negotiated to ensure deferred payment where required.

Net Asset Position

While trade creditors are in good standing, it is clear that current liabilities of trade payables and loans amount to $44.6M. Current assets amount to $4.2M. This gives a working capital deficit of $40.4M.

It is the opinion of the board that this deficit will be addressed via a combination of debt funds, share sales and by deferring the payment of loans and trade payables with agreements with liability holders.

While IGES carried a negative working capital position as of the date of this report, IGES has the SGC debt finance option with SGC of $USD 90 Million. This amount alone more than covers the existing negative working capital amount, let alone further expansion activities. It is noted that positive trading cashflows are predicted once the Amsterdam facility is complete and operational. An analysis of this cash position reveals the following:

Item	**$AUD**
Negative working capital	(44.6M)
Cost to complete Amsterdam	(30.0M)
SGC Loan @ AUD:USD 0.68	132.3M
15% share capacity @ 11c	6.5M
Surplus	**64.2M**

This surplus does not include those amounts of share sales to third parties that are in excess of the 15% amounts. Access to such funding would require either a further prospectus or a shareholder vote at an AGM or EGM. This surplus also does not include any redemption of options. As the timing of these redemptions cannot be determined by the board of directors, a conservative stance has been taken. That is, the option funds have not been factored into the overall surplus calculations notwithstanding that the current options as well as the issuance of further options necessarily represent a source of funds.

Therefore, the capacity to acquire funds from the market backed up the debt finance option, combined with the management of trade payables maintains its current positive cash position and its planned future cash positions and as a result, the board does not have significant doubt that the company will be able to continue trading to the point when the first plant contributes a positive operating cashflow and beyond.

Conclusion

While the IGES 2019 end of year accounts show the company to be in a negative working capital position, IGES maintains the ability to operate on a going concern basis. Due to the negative working capital position, the Auditor has drawn attention to the going concern issue, without disagreeing with the board that the company is a going concern.

Until IGES has completed a plant and achieved positive cashflow, IGES maintains cashflow by:

Debt IGES has developed, and continues to develop debt finance opportunities to maintain its going concern status. The market has been updated on finance plans with both Rabobank and SGC.

Equity IGES has used, and will continue to use, the ability to sell equity to the market.

Terms IGES maintains good relationships with its trade creditors and financiers. This allows IGES to obtain extended payment terms.

IGES has access to external debt, capacity to distribute equity via its ASX listed status and management has negotiated extended payment terms and maintained good relations with suppliers. That is, the combination of the above three sources of funds, allows IGES to maintain its going concern status by an amount in excess of $AUD 64 Million.

Appendix G

From: Ron Ehlinger
To: Tony Gmail
Cc: Stephen Hogan; Troy Flowers; Mike Shindelar; Stuart Clark; Paul Dickson; Bevan Dooley
Subject: Re: Agenda Dec 9-13
Date: Friday, 29 November 2019 3:34:36 AM
Attachments: image001.png

Board meeting suggestions:

Approve setting up the two entities needed (IGP Greenfield & IGP Terminals) to match the org chart that has been passed around.

Select your Audit and Tax Group. I like RSM but if we have to do Consolidations for IGES, I can work with BDO also. I have also worked with companies that used one firm for audit and one firm for tax.

Approve Salaries and Benefits. Discuss and approve 401K employer contribution amount. Start the discussions on profit share piece if there is that opportunity with IGP.

Start the spending authorization matrix discussion. I would define the top management group first. For example, I would be approved to contractually bind us up to X dollars for all administrative and accounting contracts and services. In the same vein I would also request you make me an officer in all of the IGP companies. When we are setting up all of these companies and putting contracts and services like payroll, bank accounts, copier agreements, state incentives, state filing requirements, etc, they typically require an officer's signature. These are activities I am sure none of you would have any problem delegating to me and it saves me chasing an officers signature.

I would approve an outside engineering review twice a year to have an outside source confirm the quality of work and % complete. Funders always like independent validations.

Other agenda items:

I agree with Tony's agenda. The funding payout section I have an excel worksheet that addresses all of those issues that I have used in the past. It also identifies a lot expenses people do not think about. It is the Sources and Uses document I have sent previously.

I have Oasis set up to give us a presentation on the HR, compliance, and payroll services they provide. They will either provide in person or through a virtual meeting. Also how they can help the transition from a small company quickly to a medium sized company as needed. With questions, he expects it will take about an hour.

I would need some time, probably an hour to talk about the PO order system, bill.com and expensify for travel and other expenses. Any more time and I will put you to sleep.

When you get to Houston:

When you get to Houston, if you want a little exercise after a long flight and you like to play golf, there is a target golf course called Top Golf that is not far from your hotel. It is a 4 level driving range where you shoot at targets and play against each other. You have seating right there where you hit and they serve food and drinks. 3 miles away.

If you are looking for more exercise, Memorial Park is a little bit of drive but it has a nice 3 mile running loop, trail running on the edges and tennis courts. I think they rent rackets but I am not sure. I have rackets if you are interested in a little more execise. 10-15 minutes away.

I look forward to finally meeting everyone in person!

Ron Ehlinger
[redacted]

On Wed, Nov 27, 2019 at 6:51 AM Tony Gmail <[redacted]> wrote:

> All,
>
> In anticipation for the Funds to arrive within the next 5-7 days, I would like to get an agenda laid out to assure we have everything on the schedule that we need to kick off activities in the US in a structured and collective manner as well as provide time to coordinate with outside participates on their schedules and timing to attend. It is my thoughts that the people listed above will be the fulltime participants and there may be specific days when we schedule in others. Below I will list topics that I would like to have during the week, It would be good to get lists from everyone in the next day or two so a formal agenda can be distributed and we can contact the outside participants and arrange for them to meet with the group. Please indicate if we need to have them at the meeting or just talk about their roll
>
> I would like to start Monday and end our meetings late morning on the 13th to allow travel home. Here are some suggested topics and discussions for the week:
>
> - IGP Structure & Logistics
>   - Define Board of Director requirements
>   - Payroll and benefits execution
>   - Key Positions and Org Structure
>   - Roles and responsibilities
>   - Funding payout
>   - Draw schedule
>   - Reporting requirements
>   - Project audits
>   - Financial tracking requirements
>   - Authorization limits and requirements
> - Project roll out plans
>   - Camden
>   - Alternative sites
>   - Timing and deadlines
>   - Internal requirements
>   - Contracts
>   - Lien waivers
>   - Bid requirements

3 bids or run with the first
    - T&M, cost plus, GMP?
  - Detail scope of work?
- Strategic relationships
  - Off take
  - Feedstock
  - Briner Builders (Owners Rep)
  - EPC contractors
  - Engineering groups
  - Equipment manufacturers
    - Fab shops for IGES skids
    - Recycle equip provider
  - Freight companies (rail, truck)
  - Others
- Announcements and press releases timing

I am sure there is much more to be added but I wanted to get a list started, I will call Mike Swinford today and I will also speak with Fagen who is my first choice as an EPC. I want to share with Mike my desire for Briner to act as an owners rep starting with our Camden project and the possibilities of others. I would anticipate that we can set up a contract with Briner for a cost plus agreement to handle the OSBL items for the project. All ISBL would be nice to have a design build package that we can roll out at multiple locations with the same large EPC group (Fagen)

At this time, I am still scheduled to fly out Saturday to china. My return flight is for Dec 5th. If we have confirmation of funds on Friday of this week I will cancel my China trip. If it looks like next week before confirmation of funds I will continue my trip to china which still allows me to make it to Houston on the 8th. As I explained to Steve, cancelling my China trip means I cancel my two largest clients contracts. I am prepared to do that, however, I need to be certain that we are funded and ready to go. These two contracts make up nearly 90% of my income.

Thanks for everyone's support…. I am thrilled and excited to move these projects forward.

Anthony C Prehm

[redacted]

PMC-Logo

Don't judge each day by the harvest you reap, but by the seeds you plant."

Appendix H

NDA and NON-CIRCUMVENTION AGREEMENT

This Agreement (this "**Agreement**"), is entered into as of 7 March, 2017 (the "**Effective Date**"), between GEP Fuel and Energy, LLC , a United States corporation doing business as GEP located at 6191 Messina Lane, Unit 305, Cocoa Beach, FL 32931 317.601.0509 in the country of the United States represented by Mr Stephen Hogan , its Chief Executive Officer (hereinafter referred to as "**GEP**"), and Integrated Green Energy Solutions Ltd. Located at Suite 202, 60 Archer Street, Chatswood New South Wales 2067 in the country of Australia represented by Paul Dickson, its Executive Chairman (hereinafter referred to as the "**Company**").

1. **Purpose:** GEP, under this Agreement, shall provide exclusive capital raising services to the Company in fulfillment of its contractual obligations as detailed in the INTEGRATED GREEN PARTNERS, LLC LIMITED LIABILITY COMPANY AGREEMENT entered into on the 7th day of March 2017 by and among Integrated Green Energy USA, Inc., a Delaware limited liability company and GEP Fuel & Energy Indiana, LLC, an Indiana limited liability company, and Integrated Green Partners, LLC, a Delaware limited liability company, 13.4 Compensation to IGE and GEP, clause (f)(1) procurement of Debt financing of not less than $200,000,000 for the respective ASR plastics to fuel Production Facility in the United States and Canada.

GEP shall take good faith and commercially reasonable efforts to provide strategic fund-raising services for the purpose of generating sufficient debt funding for the construction of ASR plastics to fuel plants in the United States of America and Canada. The capital fund raising activities of GEP for the purposes of this agreement, which may include but is not limited to connecting the Company to potential partners, and funding generating relationships that may rely on the Company's technology or otherwise add strategic value (the "Services"). Any individual or corporate entity introduced by GEP shall be each designated a "Contact".

GEP will not engage in, nor shall Company request GEP to engage in, any activity which would require GEP to be a licensed securities broker, securities dealer, salesperson of a securities broker or securities dealer or investment advisor that would be required to be registered as such with any federal or provincial securities regulatory authority, any securities self-regulatory authority, including, but not limited to, any stock exchange, the U. S. Securities and Exchange Commission, any state securities commission or authority, or any foreign equivalent authority.

The parties agree that the consideration for this NDA and NON-CIRCUMVENTION AGREEMENT is the signing of the INTEGRATED GREEN PARTNERS, LLC LIMITED LIABILITY COMPANY AGREEMENT.

2. **Term:** This Agreement becomes effective on the Effective Date. This agreement, then shall remain in effect for a period of three (3) years from the Effective Date (the "**Initial Term**"), after which it shall renew automatically for one year terms, unless either party provides prior written notice of at least three (3) months of its intention not to renew (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**").

3. **Contacts:** For purposes of this Agreement, a Contact shall include only those parties introduced by GEP to Company. A Contact also includes any affiliate, subsidiary, or related parties under common control of such Contact as well as prospective contacts referred by Contacts who have already been introduced to Company. Both parties agree that all Contacts are proprietary to GEP and relationships with Contacts are subject to and governed by the provisions of this Agreement, including the confidentiality and limited use provisions hereof.

4. **Confidentiality and Limited Use:** For the Term of this Agreement and for a period of two (2) years after the expiration or earlier termination of this Agreement, both parties agree (1) to hold in complete

trust and confidence, the terms of this Agreement, and all confidential information of the other party, in whatever form (whether electronic, digital, written or otherwise), whether or not marked as confidential with the parties acknowledging that GEP's confidential information, which must be kept confidential by Company, shall include without limitation the information it provides to Company relating to any Contact(s) or proposed Contact(s), including without limitation, names, telephone numbers, addresses and other identifying information or referrals from or made by the Contact(s) (2) to not disclose the Confidential Information of the other party to any third parties without the other party's express written consent, (3) to exercise all reasonable precautions to prevent the disclosure of the Confidential Information of the other party to third parties, and (4) to use the Confidential Information of the other party only for purposes in accordance with this Agreement.

Both Parties agree that the only exception to this clause is if the Company is required to disclose information by a legal court or if the Company is required to disclose information as a result of the rules and regulations of the Australian Stock Exchange. In this case Company agrees to provide the details that have been disclosed and the parties that have received the disclosure.

5. **Non-Circumvention:**
For the Term of this Agreement and for a period of two (2) years after (a) the expiration of the Term, including any Renewal Terms or the automatic renewal of the Term with respect to a specific Contact, or (b) the earlier termination of this Agreement (the **"Non-Circumvention Period"**),

Company agrees that it (and its affiliates, subsidiaries and related parties) will not directly or indirectly, either alone or in partnership or in conjunction with any person or persons, in any capacity whatsoever, through itself, or through any of its shareholders, directors, employees, agents, or operating through any third party, (1) enter into any Transaction with any Contact(s) or other persons or entities that GEP introduced to Company otherwise than set forth herein, (2) attempt in any manner, whether directly or indirectly, to by-pass, avoid, circumvent, or attempt to by-pass, avoid or circumvent the provisions herein, and

The provisions of this Section shall survive the termination of this Agreement for any reason.

6. **Communication:** Any and all information or communication between Company and any Contact(s) shall be done in accordance with this Agreement. For the avoidance of doubt the Company agrees to the following: (1) the Company will not communicate with any Contact or any related party of the Contact under any circumstances. This includes, but is not limited to, communication with current or past employees or agents of the Contact, secured or unsecured providers of capital to the Contact, current, past, or proposed providers of capital to the Contact. (2) the Company understand and agrees that the decision to allow any communication with the Contact for any reason whatsoever lies at the sole discretion of GEP with there being no obligation on GEP to provide such consent to communicate (3) A request for communications with a Contact by the Company may be made in writing, verbally or in any other format however the permission to communicate must be received in writing signed by the GEP signatory to this agreement (4) if communication is granted, the Company agrees to keep GEP copied and well informed on any and all communications as well as material correspondence, meetings and other material communications between Company and any Contact(s).

If a Contact, or related party of a Contact communicates directly with Company, the Company may enter into communication with that Contact or related party of that Contact. However, the Company must, at its earliest opportunity, notify GEP immediately and to provide a copy of all communications as well as material correspondence, meetings and other material communications between Company and any Contact(s) or related parties.

7. **Expenses:** Both parties shall pay their own expenses in connection with this Agreement.

8. **Copies of Documents:** Company shall be provided by GEP with copies of any material agreements that in any way bind the Company, solely in matters directly related to the Company.

9. **Remedies and Liability Limit:** Both parties agree that monetary damages would not be a sufficient remedy for any breach of this Agreement by the other party or any of its Representatives and that as a remedy for any such breach, in additional to monetary damages the parties shall be entitled to equitable relief to enforce this Agreement and the parties expectations hereunder, including without limitation, injunctive relief to enforce their rights or to unwind any transaction undertaken in contravention of this Agreement and the parties rights hereunder, a temporary restraining order or other similar relief and specific performance, without being required to post a bond or other security. All of the remedies for the breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. The parties shall be entitled to recover all of its direct costs and direct legal fees from the other party in any action brought to enforce any right or duty created by this Agreement.

10. **Indemnification:** Each party (an "Indemnifying Party") agrees to indemnify and hold harmless the other party (and its affiliates and their respective officers, directors, employees, agents and controlling persons) (collectively, the "Indemnified Party") from and against any losses, claims, damages, liabilities and expenses, including, but not limited to, actual reasonable legal fees incurred, to which an Indemnified Party may become subject arising out of or based upon or as a consequence of any breach or non-fulfillment by the Indemnifying Party or its Representatives of its obligations under this Agreement unless it is finally judicially determined by a court or arbitration panel of competent jurisdiction that such losses, claims, damages, liabilities or expenses resulted directly from the willful misconduct or gross negligence of the Indemnified Party seeking indemnification, in which case such Indemnified Party shall cease to be indemnified. An Indemnified Party shall promptly notify the Indemnifying Party of any claims for which an Indemnified Party is seeking indemnification hereunder. The Indemnifying Party shall not settle any action or proceeding without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. This Section 11 shall survive the termination or expiration of this Agreement. Each party agrees that they shall inform its respective Representatives of their obligations under this Agreement, including the obligation of indemnification.

11. **Notice:** Any notice, demand, consent or other communication to be given in connection with this Agreement (collectively and individually, a "**Notice**") shall be in writing and addressed to its addressee at the address stated above or such addresses as a party may specify from time to time. Notices may be delivered by hand, overnight courier service, email, registered or certified mail or fax and shall be deemed to be received, if sent by registered or certified mail or by overnight courier service, at the time of delivery or of attempted delivery in the case that delivery cannot be completed due to no fault of the sender. If the time of such deemed receipt is not during customary business hours, the Notice shall be deemed to have been received at 10:00 a.m. at the place of delivery on the first customary day of business thereafter.

12. **Independent Status:** GEP shall render all services hereunder as an independent contractor and the terms and conditions of this Agreement shall be interpreted accordingly. In no event shall this Agreement be construed as establishing a partnership, joint venture, agent, mandatory, fiduciary or any other similar relationship between the parties and neither party shall have the power or authority to bind or obligate the other party or to make any warranties or representations on behalf of the other.

13. **Potential Conflicts:** Company acknowledges that GEP may have other dealings with Contacts and this Agreement shall impose no restrictions on the manner by which GEP may continue dealing with its Contacts except as detailed in Section 8.

14. **No Obligation:** Neither the execution of this Agreement, nor the negotiations between the parties nor the exchange of drafts or documents relating to any potential Contacts shall be construed as any form of a letter of intent, an agreement or an obligation to enter into any transaction.

15. **No Waiver:** Failure by either party to take action against the other will not affect its right to require full performance of this Agreement at any time thereafter. The waiver by either party of the breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach by such party.

16. **Severability:** In the event that any provision in this Agreement is deemed void or judicially invalid, ineffective or non-executory, the remaining provisions of this Agreement shall be and remain in full force and effect.

17. **Amendments:** No amendment of this Agreement will be binding on the parties unless executed in writing, and duly signed by both parties hereto.

18. **Assignment:** Neither party shall assign the rights and/or obligations created pursuant to this Agreement without the prior written consent of the other party, except to a company that is under common control, upon notice to the other party.

19. **Governing Law; Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive Laws of any jurisdiction other than the State of Delaware. If any dispute, claim, question or difference arises with respect to this Agreement (the "**Dispute**"), the parties agree that the Dispute shall be be finally settled in the Court of Chancery in the City of Wilmington, New Castle County, Delaware.

20. **Counterparts:** This Agreement may be executed in one or more counterparts, which shall together constitute one and the same instrument. A facsimile or pdf signature of either party shall be deemed to be an original.

21. **Gender and Number:** In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

22. **Choice of Language:** The parties have requested that this Agreement and all court proceedings thereto related be drafted in English.

Each of the undersigned hereby represents, attests and proclaims that he is authorized to bind the entity under which his signature appears and agrees to bind him and the entity to the terms of this agreement.

The Parties have executed this Agreement on the date hereinafter indicated below their respective names.

INTEGRATED GREEN ENERGY SOLUTIONS, LTD (Company)

By:

Paul Dickson
Executive Chairman

GEP Fuel and Energy, LLC (GEP)

By:

Stephen J Hogan

Stephen Hogan
CEO

22 January 2020

Mr Joshua Herbertson
Company Secretary
Integrated Green Energy Solutions Ltd
Suite 306
781 Pacific Highway
Chatswood NSW 2067

By email

Dear Mr Herbertson

Integrated Green Energy Solutions Ltd ('IGE): Query Letter

ASX Limited ('ASX') refers to the following:

Funding Agreements

A. IGE's reinstatement to the ASX official list on 30 January 2018 under Listing Rule 11.1.3 following its acquisition of the business assets of Integrated Green Energy Ltd ("Vendor") and re-compliance with Chapters 1 and 2 of the Listing Rules.

B. IGE's Appendix 4E and preliminary final report released on the ASX Market Announcements Platform ("MAP") on 3 September 2018, which disclosed that the board had made the decision to write off an amount of $45.77 million relating to the intellectual property assets acquired from the Vendor.

C. IGE's Annual Report for the financial year ended 30 June 2018 released on MAP on 30 October 2018, and which at note 2 on page 26 again disclosed the decision to impair in full an amount of $45.77 million relating to the intellectual property assets acquired from the Vendor, along with $2.83 million relating to goodwill recognised for completion of the acquisition of Bin to Barell BV.

D. IGE's statutory accounts for the financial year ended 30 June 2019 released on MAP on 1 October 2019 which included:

   (i) Total loans and other borrowings of A$17,561,972.

   (ii) The independent auditor's report of Hall Chadwick which noted a material uncertainty related to going concern which stated *'We draw attention to Note 1 in the financial report, which indicates that the Group incurred an operating loss before tax of $9,529,533 during the year ended 30 June 2019, and as of that date the Group's current liabilities exceeded its current assets by $40,452,991. As stated in Note 1, these events or conditions, along with other matters as set forth in Note 1, indicate that a material uncertainty exists that may cast significant doubt on the Group's ability to continue as a going concern. Our opinion is not modified in respect of this matter.'*

E. IGE's announcement titled 'Increased Financing Flexibility, Grimsby Completion Date Set' released on MAP on 2 August 2019 which stated that IGE had negotiated a new €18 million 10 year loan facility with Rabobank to fund the operations of its Amsterdam plant. The announcement further stated that in addition to the Rabobank facility, IGE had amended its US$90 million loan facility with Structured Growth Capital Inc. ("SCG") (previously announced to the market on 28 April 2017) to allow IGE to use the loan funds in jurisdictions other than the United Kingdom and to transfer the loan to IGE Singapore. The SCG loan facility was required to be drawn down over a 9 month period averaging approximately US$10 million per month. It was expected that the SCG loan facility would be drawn down commencing in September 2019 through to completion in May 2020.

F. IGE's Appendix 4C for the quarter ended September 2019 released on MAP on 31 October 2019 and specifically item 8.1, which disclosed that IGE had loan facilities of A$143,400,000 at 30 September 2019, of which A$10,000,000 had been drawn.

G. IGE's announcement titled 'Funding Update: $300 million for USA Project' released on MAP on 15 January 2020 which stated that Integrated Green Partners LLC ("IGP"), a joint venture between IGE and GEP Fuel and Energy Indiana LLC, had finalised funding of US$300 million for the construction of the IGP Camden project and that the source of the funding was the Abu Dhabi Investment Authority ("ADIA") acting through its USA partners, Tangier Services Enterprises, Inc ("Tangier"). The announcement stated that the first US$80 million of the funding was anticipated to be drawn down within 10 days and that Tangier would be entitled to a 5% equity stake in IGP, a seat on the board and non-voting preferred stock paying an annual dividend of 3.5% of the funding balance less any repayments made.

H. IGE's announcement titled 'Funding Update Correction' released on MAP on 17 January 2020 stating that the board of IGE has now been advised that the ADIA does not have any involvement with Tangier and, accordingly, ADIA is not the source of funding to be provided by Tangier to IGP. The announcement confirmed that notwithstanding this, the terms of the investment agreement with Tangier remained in place.

Patents

I. IGE's replacement prospectus dated 12 September 2017 which disclosed that Solid Energy Technologies filed an Australian provisional patent application in November 2015 (provisional patent number 2015904828) relating to technology for use in the production of hydrocarbon from plastic; and two Australian provisional patent applications filed in May and July 2016 (provisional patent numbers 2016901654 and 2016902869) relating to impurity extraction technology utilising a solvent and method of removing the impurities from the solvent so that it can be re-used. The replacement prospectus further noted that an international patent application under the Patent Cooperation Treaty was filed on 23 November 2016 with the Australian Patent Office in respect of the waste plastic to fuel conversion technology. This application combined the disclosures of, and claimed priority from, the three previous provisional patent applications listed above.

J. IGE's statutory accounts for the financial year ended 30 June 2019 released on 1 October 2019, which included patents of $75,286 in intangible assets.

K. Listing Rule 3.1, which requires a listed entity to immediately give ASX any information concerning it that a reasonable person would expect to have a material effect on the price or value of the entity's securities.

L. The definition of 'aware' in Chapter 19 of the Listing Rules, which states that:

> *'an entity becomes aware of information if, and as soon as, an officer of the entity (or, in the case of a trust, an officer of the responsible entity) has, or ought reasonably to have, come into possession of the information in the course of the performance of their duties as an officer of that entity" and section 4.4 in Guidance Note 8 Continuous Disclosure: Listing Rules 3.1 – 3.1B "When does an entity become aware of information.*

M. Listing Rule 3.1A, which sets out exceptions from the requirement to make immediate disclosure, provided that each of the following are satisfied.

> *'3.1A Listing rule 3.1 does not apply to particular information while each of the following is satisfied in relation to the information:*
>
> *3.1A.1 One or more of the following applies:*
>
> - *It would be a breach of a law to disclose the information;*
> - *The information concerns an incomplete proposal or negotiation;*
> - *The information comprises matters of supposition or is insufficiently definite to warrant disclosure;*

- *The information is generated for the internal management purposes of the entity; or*
- *The information is a trade secret; and*

3.1A.2 The information is confidential and ASX has not formed the view that the information has ceased to be confidential; and

3.1A.3 A reasonable person would not expect the information to be disclosed.'

J. ASX's policy position on the concept of 'confidentiality', which is detailed in section 5.8 of Guidance Note 8 *Continuous Disclosure: Listing Rules 3.1 – 3.1B*. In particular, the Guidance Note states that:

> *'Whether information has the quality of being confidential is a question of fact, not one of the intention or desire of the listed entity. Accordingly, even though an entity may consider information to be confidential and its disclosure to be a breach of confidence, if it is in fact disclosed by those who know it, then it ceases to be confidential information for the purposes of this rule.'*

Questions and Request for information

Having regard to the above, ASX asks IGE to respond separately to each of the following questions and requests for information:

1. Please provide a copy of the funding facility agreement IGE has with each of Tangier, SCG, Rabobank and any other related or unrelated party (not for release to the market).
2. Please provide details of all amounts drawn down under each funding facility IGE has in place as at the date of response.
3. Please explain the apparent inconsistency between the A$17,561,972 loan amount mentioned in point D (i) above and the drawn down amount of A$10,000,000 mentioned in point F above.
4. Please provide a detailed explanation of the basis on which IGE made the statement in its 15 January 2020 announcement that ADIA was the source of the US$300 million funding facility to be provided to IGP.
5. Please provide a detailed explanation of how IGE came to be informed that ADIA was not the source of the US$300 million funding facility, as referred to in its 17 January 2020 announcement.
6. Please provide a detailed explanation of the due diligence process that IGE conducted on Tangier, its source of funds and its capability to provide the US$300 million funding facility.
7. As part of that due diligence, did IGE ask for and receive a copy of Tangier's financial statements? If not, why not? If so, please provide a copy of those financial statements (not for release to the market).
8. As part of that due diligence, did IGE review Tangier's website (https://www.tangierservices.com/)? If not, why not? If so, what conclusions did IGE draw from that review about the nature of Tangier's business and its capacity to provide a US$300 million funding facility?
9. As part of that due diligence, did IGE enquire about Tangier's corporate clients and its previous experience in providing significant funding facilities to such clients (noting that Tangier's website unusually does not list any clients or significant lending transactions in which it has been involved)? If not, why not? If so, what was revealed by those enquiries?
10. Please confirm how IGE proposes to address the net deficit in its current assets and the material uncertainty related to going concern referred to in its statutory accounts for the financial year ended 30 June 2019.
11. Please provide additional information on the $75,286 amount included in IGE's statutory accounts for the financial year ended 30 June 2019 for patents and what this relates to (eg is it made up of payments for patent applications and patent attorney fees).
12. Please provide an update on the status of all patent applications pending, or granted, held by IGE.

13. Please confirm that IGE's responses to the questions above have been authorised and approved in accordance with its published continuous disclosure policy or otherwise by its board or an officer of IGE with delegated authority from the board to respond to ASX on disclosure matters.

When and where to send your response

This request is made under, and in accordance with, Listing Rule 18.7. Your response is required as soon as reasonably possible and, in any event, by not later than **5.00pm AEST on Tuesday, 28 January 2020**.

ASX reserves the right to release a copy of this letter and your response on MAP under Listing Rule 18.7A. Accordingly, your response should be in a form suitable for release to the market.

Your response should be sent to me by e-mail at **ListingsComplianceSydney@asx.com.au**. It should not be sent directly to the ASX Market Announcements Office. This is to allow me to review your response to confirm that it is in a form appropriate for release to the market, before it is published on MAP.

Listing Rules 3.1 and 3.1A

In responding to this letter, you should have regard to IGE's obligations under Listing Rules 3.1 and 3.1A and also to Guidance Note 8 *Continuous Disclosure: Listing Rules 3.1 – 3.1B*.

It should be noted that IGE's obligation to disclose information under Listing Rule 3.1 is not confined to, nor is it necessarily satisfied by, providing the information requested in this letter.

Further, if the information requested by this letter is information required to be given to ASX under Listing Rule 3.1 and it does not fall within the exceptions mentioned in Listing Rule 3.1A, IGE's obligation is to disclose the information 'immediately'.

If you have any queries or concerns about any of the above, please contact me immediately.

Yours sincerely

Puja Patel
Adviser, Listings Compliance (Sydney)