

5 February 2015

Manager
Company Announcement Office
Australian Securities Exchange Limited
Level 4, North Tower Rialto
525 Collins Street
Melbourne VIC 3000

Green Invest Limited – Substantial Holder Notices

Please find attached the following substantial holder notices:

Form 603 – Notice of initial substantial holder from Birchwood Group Pty Ltd
Form 604 – Notice of change of interests of substantial holder from Peter McCoy
Form 604 – Notice of change of interests of substantial holder from GFK Investments Pty Ltd

Regards.



Peter McCoy
Chairman

Form 603**Corporations Act 2001
Section 671B****Notice of initial substantial holder**To Company Name/Scheme Green Invest Limited

ACN/ARSN 119 031 462

1. Details of substantial holder (1)

Name Birchwood Group Pty Ltd

ACN/ARSN (if applicable) 104 622 282

The holder became a substantial holder on 28 / 1 / 2015

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	11,010,209	11,010,209	12.32%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
[See Annexure A (part 1)]		

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interests	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
[See Annexure A (part 2)]			

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
[See Annexure A (part 3)]		Cash	Non-cash	

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Peter McCoy	Sole Director of Birchwood Group Pty Ltd

7. Addresses

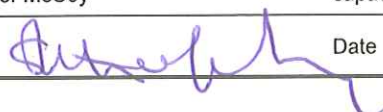
The addresses of persons named in this form are as follows:

Name	Address
Peter McCoy	11A Albany Road, Toorak Victoria 3142

Signature

print name Peter McCoy capacity Sole Director

sign here



Date 04/02/2015

DIRECTIONS

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

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

Birchwood Group Pty Ltd
ACN 104 622 282

Annexure A

Part 1

Holder of relevant interest	Nature of relevant interest	Class and number of securities
Birchwood Group Pty Ltd	Relevant interest under section 608(1) of the Corporations Act having entered into Director Loan Deed, a copy of which accompanies this notice.	11,010,209 Ordinary Shares
Peter McCoy	Relevant interest under section 608(1) of the Corporations Act	2,133,579 Ordinary Shares

Part 2

Holder of relevant interests	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Birchwood Group Pty Ltd	Birchwood Group Pty Ltd	Birchwood Group Pty Ltd	11,010,209 Ordinary Shares
Peter McCoy	Peter McCoy	Peter McCoy	2,133,579 Ordinary Shares

Part 3

Holder of relevant interest	Date of acquisition	Consideration		Class and number of securities
		Cash	Non-cash	
Birchwood Group Pty Ltd	28/1/2015		\$202,507.53	10,125,376 Ordinary Shares
Birchwood Group Pty Ltd	22/10/2010		\$53,089.98	884,833 Ordinary Shares
Peter McCoy	22/10/2010		\$128,014.74	2,133,579 Ordinary Shares

This is Annexure A of 1 page referred to in Form 603 Notice of initial substantial holder



Peter McCoy
Sole Director
Birchwood Group Pty Ltd



Amendment and Restatement Deed

Green Invest Limited

GFK Investments Pty Ltd

and

Birchwood Group Pty Ltd

A handwritten signature in purple ink, appearing to be 'M. C.', is located in the lower-left quadrant of the page.

>counsel>strategy>outcomes

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Amendment Deed

Date 5 November 2014

Parties

1. Green Invest Limited (ACN 119 031 462) of Level 2, Victory Tower, 420 Collins Street, Melbourne VIC 3000 ("Company");
2. Birchwood Group Pty Ltd (ACN 104 622 282) of Level 1, 101-105 Toorak Road, South Yarra VIC 3141 ("Birchwood"); and
3. GFK Investments Pty Ltd (ACN 011 029 584) of 286 Marlbyrnong Road, Ascot Vale VIC 3032 ("GFK").

Recitals

- A. The Company, Birchwood and GFK are each party to the Director Loan Deed (as amended on 16 October 2014).
- B. Shareholder approval pursuant to the Director Loan Deed and in accordance with the ASX Listing Rules and the Corporations Act was obtained by the Company on 30 September 2014 at the Company's 2013 annual general meeting. Under the terms of that shareholder approval, shares and options under the Director Loan Deed must be issued prior to 30 October 2014.
- C. As a result of delays in completing the placement with RM Corporate Finance Pty Ltd, the Company was not able to issue the shares and options under the Director Loan Deed by 30 October 2014 and is therefore required to obtain further shareholder approval at the Company's 2014 annual general meeting. Consequently, the parties wish to amend and restate the Director Loan Deed in accordance with the terms set out in this Deed.

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Deed means this Deed including the recitals, any schedules and any annexures;

Effective Date means the date of this Deed; and

Director Loan Deed means the Director Loan Deed dated 21 July 2014 between the Company and each Lender (as amended on 16 October 2014).

1.2 Incorporated definitions

A word or phrase (other than one defined in clause 1.1) defined in the Director Loan Deed has the same meaning in this Deed.

1.3 Consideration

Each party acknowledges that it has received valuable consideration for entering into this Deed.

2 Amendment and restatement

- (a) With effect on and from the Effective Date, the Director Loan Deed is amended and restated in the form set out in Annexure A.
- (b) With effect on and from the Effective Date, any reference to the Director Loan Deed will be a reference to the Director Loan Deed as amended and restated in accordance with this Deed.
- (c) Clauses 2(a) and 2(b) of this Deed do not affect any right or obligation of any party that arises before the Effective Date.

3 Acknowledgement

Each party acknowledges and agrees that;

- (a) the statements made in paragraphs A to C of the Recitals to this Deed are true and correct; and
- (b) where the terms of this Deed conflict or are inconsistent with any other terms, the terms of this Deed take precedence to the extent of the conflict or inconsistency.

4 General

4.1 General

Clauses 8 to 17 of the Director Loan Deed are incorporated as if set out in full in this Deed.

4.2 No adverse construction

The parties agree that this Deed is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

4.3 Successors and assigns

This Deed binds and benefits the parties and their respective successors and permitted assigns.

4.4 Non merger

A term or condition of, or act done in connection with, this Deed does not operate as a merger of any of the rights or remedies of the parties under this Deed and those rights and remedies continue unchanged.

Execution

Executed as a deed.

COMPANY

EXECUTED by Green Invest Limited (ACN 119 031 462) in accordance with section 127(1) of the Corporations Act 2001 (Cth):



.....
Director

Peter McCoy

.....
Name (please print)



.....
Director/Company secretary

GREGOR DIXON

.....
Name (please print)

LENDER

EXECUTED by Birchwood Group Pty Ltd (ACN 104 622 282) in accordance with section 127(1) of the Corporations Act 2001 (Cth):



.....
Sole director

Peter McCoy

.....
Name (please print)



.....
Witness

GREGOR DIXON

.....
Name (please print)

Execution

Executed as a deed.

COMPANY

EXECUTED by Green Invest Limited (ACN 119 031 462) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Director

Director/Company secretary

Name (please print)

Name (please print)

LENDER

EXECUTED by Birchwood Group Pty Ltd (ACN 104 622 282) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Sole director

Witness

Name (please print)

Name (please print)

LENDER

EXECUTED by GFK Investments Pty Ltd (ACN 011 029 584) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Sole director

Witness

ROBERT MICHAEL BELL

ELIZABETH N GREENE

Annexure A – Amended and Restated Director Loan Deed

Director Loan Deed

Green Invest Limited

Birchwood Group Pty Ltd

and

GFK Investments Pty Ltd

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Director Loan Deed

Date

July 2014

Parties

1. Green Invest Limited (ACN 119 031 462) of Level 16, 379 Collins Street, Melbourne, Victoria 3000 ("Company");
2. Birchwood Group Pty Ltd (ACN 104 622 282) of Level 1, 101-105 Toorak Road, South Yarra, Victoria 3141 ("Birchwood"); and
3. GFK Investments Pty Ltd (ACN 011 029 584) of 286 Maribyrnong Road, Ascot Vale, Victoria 3032 ("GFK").

Recitals

- A. Each of Birchwood and GFK have advanced funds to the Company on an interest-free basis in the following amounts:

Party	Amount
Birchwood	\$505,015.06
GFK	\$520,000.00

- B. The Company is implementing a recapitalisation plan to retire short-term borrowings and fund working capital requirements. As such, the Company proposes to, and Birchwood and GFK agree to, satisfy the Debt in the manner and on the conditions set out in this Deed.

1. Definitions and Interpretation

1.1 Definitions

In this Deed unless the contrary intention appears:

Agreed Interest Amount means 8% per annum;

Application Form means the application form included in or accompanying the Prospectus or any Supplementary Prospectus;

ASIC means Australian Securities & Investments Commission;

ASX Listing Rules means the listing rules published by ASX Limited from time to time;

Birchwood Loan means the funds advanced by Birchwood to the Company as described in Recital A;

Birchwood Convertible Amount means \$202,507.53;

Business Day means a day which is not a Saturday, Sunday, a public holiday or a bank holiday in Victoria;

Conversion means the conversion of each Convertible Amount into Ordinary Shares under this Deed;

Conversion Date means one Business Day following Shareholder Approval pursuant to clause 3 of this Deed, but must not in any event be earlier than the date on which the Placement Shares are issued;

Convertible Amount means each of the:

- (a) Birchwood Convertible Amount; and
- (b) GFK Convertible Amount;

Convertible Number means:

- (a) in respect of Birchwood, 10,125,376; and
- (b) in respect of GFK, 7,450,000;

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

Debt means all amounts owing to each of Birchwood and GFK by the Company under the relevant Director Loan, being:

- (a) in respect of Birchwood, \$505,015.06; and
- (b) in respect of GFK, \$520,000.00;

Deed of Option means the deed of option to be entered into between the Company, Birchwood and GFK in accordance with clause 5 of this Deed;

Default means the occurrence of any default event whether or not within the control of the Company;

Director Loan means each of the Birchwood Loan and the GFK Loan (collectively, the **Director Loans**);

GFK Loan means the funds advanced by GFK to the Company as described in Recital A;

GFK Convertible Amount means \$210,000.00;

Interest Period means the period which is from the date of the Shareholder Approval until the applicable Repayment Date.

Interested Director means a director of the Company who has a material personal interest in a matter for the purposes of section 191 of the Corporations Act;

Lender means each of Birchwood and GFK (collectively, the **Lenders**);

Liability means, in relation to any person or entity, means any liability, debt, indebtedness, moneys, payment, cost, loss, damages, compensation, expenditure, obligation, duty, function, responsibility, accountability, answerability or agreement of, due from, payable by or to be performed by that person at any time, whether present or future, actual or contingent, alone, severally, jointly or jointly and severally and whether as principal or vicariously by or through any action performed or omitted by any employee, officer or agent of that person or entity;

Option means the options granted by the Company over Ordinary Shares on the terms and conditions set out in clause 5;

Option Amount means \$100,000.00;

Ordinary Shares means ordinary shares in the capital of the Company credited as fully paid ranking equally with all other ordinary shares on issue in the Company at the date of this Deed;

Outstanding Loan Amount means:

- (a) In respect of Birchwood, the amount of the Birchwood Loan less the Satisfied Amount; and
- (b) In respect of GFK, the amount of the GFK Loan less the Satisfied Amount;

Placement Shares means the shares to be Issued in accordance with the Placement Agreement between the Company and RM Corporate Finance Pty Ltd (ACN 108 084 386);

Prospectus means the prospectus in relation to the issue of Ordinary Shares following Conversion lodged with ASIC;

Repayment Date means:

- (a) in respect of Birchwood, 1 July 2016; and
- (b) in respect of GFK, 31 December 2015;

Satisfied Amount means the aggregate amount that is:

- (a) In respect of Birchwood, the Birchwood Convertible Amount plus the Option Amount; and
- (b) in respect of GFK, the GFK Convertible Amount plus the Option Amount;

Shareholder Approval means approval in accordance with the ASX Listing Rules and Chapter 2E of the Corporations Act of the terms of this Deed at the 2014 annual general meeting of the Company; and

Supplementary Prospectus means any supplementary or replacement prospectus in relation to the Prospectus.

1.2 Interpretation

In this Deed:

- (a) headings are for reference only and do not affect interpretation;
- (b) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
- (c) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting;
- (d) examples and use of the word 'including' and similar expressions do not limit what else may be included;
- (e) terms have the meaning given in the Corporations Act unless otherwise defined in this document; and
- (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it.

Unless the context requires otherwise, a reference in this Deed to:

- (a) a party to any document includes that person's successors and permitted substitutes and assigns;
- (b) a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time;
- (c) a reference to '\$' means the lawful dollar currency of Australia;
- (d) any thing includes any part of it and a reference to a group of things or persons includes each thing or person in that group;
- (e) clauses, schedules and annexures are to those in this Deed, and a reference to this Deed includes any schedule and annexure;
- (f) a person, corporation, trust, partnership, unincorporated body or other entity includes any of them; and
- (g) legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement.

2. Acknowledgements

The parties acknowledge and agree that:

- (a) the statements made in paragraphs A and B of the Recitals to this Deed are true and correct; and
- (b) where the terms of this Deed conflict or are inconsistent with any other terms, the terms of this Deed take precedence to the extent of the conflict or inconsistency.

3. Shareholder Approval

The provisions of this Deed and any performance by the Company of its obligations under this Deed are in all respects subject to Shareholder Approval in accordance with Chapters 7 and 10 of the ASX Listing Rules.

4. Satisfaction of Debt

Subject to clause 3, the parties agree to satisfy the Debt in the following manner:

- (a) in satisfaction of Option Amount, the Company will issue the Options in accordance with clause 5;
- (b) in satisfaction of the Birchwood Convertible Amount and the GFK Convertible Amount, the Company must convert each of the Birchwood Convertible Amount and the GFK Convertible Amount into the Convertible Number of Ordinary Shares at the election of Birchwood and GFK (as relevant) in accordance with clause 6; and
- (c) each Outstanding Loan Amount will be repaid by the Company on the terms and conditions set out in clause 7.

On the Issue of the Options and the share certificates in respect of the Conversion, each Lender agrees that the Satisfied Amount is deemed to be repaid in full.

5. Options

5.1 Option

Subject to Shareholder Approval pursuant to clause 3 of this Deed and compliance with the ASX Listing Rules:

- (a) in satisfaction of the Option Amount, the Option Amount in respect to each Director Loan will be granted the Options given to each of Birchwood and GFK in part satisfaction of each Director Loan:
 - (i) over 2,500,000 Ordinary Shares in the Company; and
 - (ii) exercisable at \$0.08 within 12 months from the date of Shareholder Approval;
- (b) the Director Loans will be reduced by the Option Amount;
- (c) the Company will issue the Ordinary Shares to which each Lender is entitled and deliver free of charge to each Lender a certificate of the allotted Ordinary Shares; and
- (d) a Deed of Option in respect of the Options, together with any other required documentation, will be entered into:
 - (i) after the date of Shareholder Approval;
 - (ii) in form and substance acceptable to the Company and ASX Limited; and
 - (iii) in accordance with the ASX Listing Rules.

5.2 No option allowed

Failing Shareholder Approval, the Option Amounts will remain as the Director Loans.

6. Conversion

6.1 Conversion by Lenders

Subject to Shareholder Approval, each of the Birchwood Convertible Amount and the GFK Convertible Amount must be converted, at the option of each Lender, into the Convertible Number of Ordinary Shares on the Conversion Date.

6.2 Application Form

Upon Shareholder Approval pursuant to clause 3 of this Deed, an Application Form is deemed to have been given in respect of each Convertible Amount.

6.3 Allotment and ranking of Ordinary Shares

Within 14 days of the Conversion Date the Company must:

- (a) issue the Ordinary Shares to which each Lender is entitled on Conversion of each Convertible Amount; and
- (b) deliver free of charge to each Lender a certificate of the allotted Ordinary Shares ("share certificate").

6.4 Deemed repayment of Convertible Amounts

On the issue to each Lender of the share certificates, each of the Birchwood Convertible Amount and GFK Convertible Amount is deemed to be repaid in full.

6.5 Issued Shares rank equally

The Ordinary Shares allotted following Conversion of each Convertible Amount must rank *pari passu* and form one class with the other Ordinary Shares on issue at the Conversion Date.

6.6 Lenders agree to be a member

On Conversion of each Convertible Amount, each Lender irrevocable and unconditionally consents to be a member of the Company and agrees to be bound by the constitution of the Company.

7. Outstanding Loan Amount

7.1 Payment

Subject to clauses 5, 6 and 7.4 of this Deed, the Company must repay the Outstanding Loan Amount together with interest pursuant to clause 7.2 of this Deed:

- (a) to GFK on or before 31 December 2015; and
- (b) to Birchwood on or before 1 July 2016.

7.2 Interest

- (a) The Agreed Interest Amount in respect of each Outstanding Loan Amount in relation to the Interest Period is calculated by applying the Agreed Interest Rate to the applicable Outstanding Loan Amount, such interest to accrue and capitalise on a daily basis.
- (b) The Agreed Interest Amount:
 - (i) is payable by the Company in arrears on each Repayment Date; and
 - (ii) shall be added to each Outstanding Loan Amount and repaid on the Repayment Date.

7.3 Security

The Company will grant the Lenders a second-ranking subordinated security in consideration of the Director Loans in the form and content acceptable to the Company and subject to Shareholder Approval.

7.4 Cross-default

No payment is to be made under clause 7.1 of this Deed in the event of the occurrence of any Default under any agreement because of any payment or performance default by, or accelerated liability for, any financial liability of, the Company.

8. Notices, demands and communications

8.1 Form of notice

A notice, demand, consent, approval or communication by way of service under this Deed:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be either:
 - (i) sent by ordinary prepaid post;
 - (ii) delivered by hand;
 - (iii) sent by facsimile; or
 - (iv) emailed,to the address specified in the Details section of this Deed, as varied by any notice given to the parties, and marked to the attention of the relevant party; and
- (c) is taken to be received:
 - (i) if hand delivered, on the day it is delivered;
 - (ii) if sent by ordinary prepaid post within Australia, on the second Business Day after posting;
 - (iii) if faxed, at the time specified in the sent facsimile confirmation notice;
 - (iv) if emailed, at the time specified in the sent email confirmation notice.

8.2 Effective service

For the avoidance of doubt, service is effective if effected by any of the methods referred to in clause 8.1 of this Deed.

9. GST

The parties acknowledge their belief that, in accordance with public GST ruling GSTR 2001/4 – GST Consequences of Court Orders and Out of Court Settlements, no party is making a taxable supply, nor has a GST liability, under or in respect of this Deed. Notwithstanding this, if a supply made under this Deed, or as a result of any breach of a term of this Deed, is subject to GST, the recipient of that supply must pay the supplier an amount equal to the GST payable by the supplier, provided that the supplier has first given the recipient a tax invoice for the supply.

10. Costs

Each party will bear their own costs and expenses incurred in connection with the negotiation, preparation, execution, delivery, completion in connection with this Deed (including, without limitation, any legal fees).

11. Governing law

This Deed is governed by the laws of Victoria.

12. Entire agreement

This Deed embodies the entire agreement between the parties to this Deed in respect of the subject matter of the Deed.

13. Severability

If any part or all of any provision in this Deed is illegal or unenforceable, it may be severed from this Deed and the remaining provisions of this Deed continue in force.

14. Consent and waivers

Any failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this Deed does not operate as a waiver of that power or right nor does any single exercise of it or the exercise of any other power or right under this Deed.

15. Counterparts

This Deed may be executed in any number of counterparts and all counterparts taken together will constitute one instrument. For the avoidance of doubt, counterparts may be exchanged by email pdf copy.

16. Variation

Any variation to this Deed must be agreed upon, in writing, by both parties.

17. Time of the essence

Time is of the essence in this Deed.

Execution

Executed as a Deed.

COMPANY

Executed by Green Invest Limited (ACN 119 031 462) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

LENDER

Executed by Birchwood Group Pty Ltd (ACN 104 622 282) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

LENDER

Executed by GFK Investments Pty Ltd (ACN 011 029 584) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....
Director

.....
Director/Company Secretary

.....
Name (please print)

.....
Name (please print)

Form 604

Corporations Act 2001 Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Green Invest Limited

ACN/ARSN 119 031 462

1. Details of substantial holder (1)

Name Peter McCoy

ACN/ARSN (if applicable) _____

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

28/01/2015

The previous notice was given to the company on

28/09/2011

The previous notice was dated

28/09/2011

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary Shares	4,114,566	7.96%	13,143,788	12.31%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
28/1/2015	Birchwood Group Pty Ltd	Birchwood Group Pty Ltd is the registered holder of ordinary shares in Green Invest Limited after the issue of shares pursuant to the Director Loan Deed, a copy of which is attached to Form 603 lodged on the date of this notice.	\$202,507.53 of exiting loan converted into shares	10,125,376	10,125,376

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Birchwood Group Pty Ltd	Birchwood Group Pty Ltd	Birchwood Group Pty Ltd	Relevant interest under section 608(1) of the Corporations Act having entered into the Director Loan Deed, a copy of which accompanies Form 603 lodged on the date of this notice	11,010,209	11,010,209
Peter McCoy	Peter McCoy	Peter McCoy	Relevant interest under section 608(1) of the Corporations Act	2,133,579	2,133,579

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Anglo - Australian Mercantile P/L <The LRR Super	Peter McCoy no longer a director of this entity
Fund A/C	

6. Addresses

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

Name	Address
Peter McCoy	11A, Albany Rd, Toorak 3142

Signature

print name Peter McCoy

Capacity Director

sign here

date 5 / 2 / 2015

DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Form 604

Corporations Act 2001 Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Green Invest Limited

ACN/ARSN 119 031 462

1. Details of substantial holder (1)

Name GFK Investments Pty Ltd

ACN/ARSN (if applicable) 011 029 584

There was a change in the interests of the substantial holder on 28/01/2015

The previous notice was given to the company on 28/09/2011

The previous notice was dated 28/09/2011

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares	10,295,438	19.9%	17,745,438	16.6%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
28/1/2015	GFK Investments Pty Ltd	GFK Investments Pty Ltd is the registered holder of ordinary shares in Green Invest Limited after the issue of shares pursuant to the Director Loan Deed, a copy of which is attached to Form 603 lodged on the date of this notice.	\$210,000 of exiting loan converted into shares	7,450,000	7,450,000

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
GFK Investments Pty Ltd	UBS Wealth Management Australia Nominees Pty Ltd <The GFK Investment A/C>	GFK Investments Pty Ltd	Relevant interest under section 608(1) of the Corporations Act	10,295,438	10,295,438
GFK Investments Pty Ltd	GFK Investments Pty Ltd	GFK Investments Pty Ltd	Relevant interest under section 608(1) of the Corporations Act having entered into Director Loan Deed, a copy of which accompanies Form 603 dated the date of this notice.	7,450,000	7,450,000

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

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

Name	Address
GFK Investments Pty Ltd	286 Maribyrnong Road, Ascot Vale VIC 3032

Signature

print name Robert M Bell

Capacity Sole Director

sign here



date 5 / 2 / 2015

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
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