

## NOTICE OF INITIAL SUBSTANTIAL HOLDER – MLG OZ LIMITED

Enclosed with this announcement is an ASIC Form 603 (Notice of initial substantial holder) from MLG Oz Limited (ASX:MLG) (the **Company**).

The enclosed ASIC Form 603 (Notice of initial substantial holder) provides that the Company holds a relevant interest in 72,969,163 fully paid ordinary shares in itself (**Shares**). This technical relevant interest arises under section 608(1)(c) of the *Corporations Act 2001* (Cth) because the Company is taken to be able to control the disposal of 72,969,163 of the Shares owned by Murray Leahy (**Voluntary Escrow Shares**) pursuant to the voluntary escrow deed between the Company and Murray Leahy dated 31 March 2021 (**Voluntary Escrow Deed**). A copy of the Voluntary Escrow Deed is annexed to the enclosed ASIC Form 603 (Notice of initial substantial holder).

Unless disposed of prior (in the limited circumstances permitted by the Voluntary Escrow Deed), the Voluntary Escrow Shares will be released from voluntary escrow as follows.

- 25% of the Voluntary Escrow Shares will be released at 10.00 am (Sydney time) on the day that is seven days after the announcement of the Company's results for the financial year ended 30 June 2021.
- The remaining Voluntary Escrow Shares will be released at 10.00 am (Sydney time) on the day that is seven days after the announcement of the Company's results for the financial year ended 30 June 2022.

The Company will cease to have a relevant interest in Voluntary Escrow Shares as soon as those Voluntary Escrow Shares are released from voluntary escrow, and will lodge a Form 604 (Notice of change of interests of substantial holder) and a Form 605 (Notice of ceasing to be a substantial holder) at the applicable times.

Authorised for release to ASX by Dennis Wilkins, Company Secretary.

### Investor contacts

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Managing Director  
08 9022 7746

Phil Mirams  
Chief Financial Officer  
08 6118 5106

### Media contact

Michael Vaughan  
Fivemark Partners  
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### CONTACT

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**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme MLG Oz Limited (MLG)

ACN/ARSN 102 642 366

### 1. Details of substantial holder (1)

Name MLG Oz Limited

ACN/ARSN (if applicable) 102 642 366

This notice is given by MLG Oz Limited on behalf of itself and each of its related bodies corporate (**MLG Oz Subsidiaries**) named in the list of 1 page annexed to this notice and marked **A**.

The holder became a substantial holder on 30 April 2021

### 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	72,969,163	72,969,163	50.1%

### 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
MLG (and each of the MLG Oz Subsidiaries listed in Annexure A)	<p>Taken under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) (<b>Corporations Act</b>) to have a relevant interest arising from the power to control the disposal of securities pursuant to the voluntary escrow deed between MLG and Murray Ian Leahy dated 31 March 2021, a copy of which is annexed to this notice and is marked <b>B (Voluntary Escrow Deed)</b>. These securities are referred to as the <b>Voluntary Escrow Shares</b>.</p> <p>Pursuant to ASIC Class Order [CO 13/520], MLG Oz Limited only has a technical relevant interest in the Voluntary Escrow Shares for the purposes of the substantial holder notice provisions of the Corporations Act.</p> <p>MLG does not have a right to acquire the Voluntary Escrow Shares or to exercise or control the exercise of any right to vote attached to the Voluntary Escrow Shares.</p>	72,969,163 fully paid ordinary shares

### 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 interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
MLG (and each of the MLG Oz Subsidiaries listed in Annexure A)	Murray Ian Leahy	Murray Ian Leahy	72,969,163 fully paid ordinary shares

### 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
		Cash	Non-cash	
MLG (and each of the MLG Oz Subsidiaries listed in Annexure A)	N/A – no consideration paid in connection with entry into the Voluntary Escrow Deed.	N/A – no consideration paid in connection with entry into the Voluntary Escrow Deed.		72,969,163 fully paid ordinary shares

**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
Each of the MLG Oz Subsidiaries listed in Annexure A	The MLG Oz Subsidiaries are associates of MLG Oz Limited under section 12(2)(a) of the Corporations Act by reason of being bodies corporate controlled by MLG Oz Limited.

**7. Addresses**

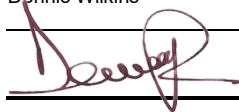
The addresses of persons named in this form are as follows:

Name	Address
MLG Oz Limited (and each person named in Annexure A)	10 Yindi Way, Broadwood, WA 6430

**Signature**

print name Dennis Wilkins capacity Company Secretary

sign here



date 04/05/2021

05


**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, moneys 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.

**Annexure A**  
**MLG Oz Subsidiaries**

This is annexure "A" of 1 page (including this page) referred to in the Form 603, "Notice of initial substantial holder".



\_\_\_\_\_  
Dennis Wilkins, Company Secretary  
Date: 4 May 2021

Entity name	ACN	ABN
MLG Cement & Lime Pty Ltd (a wholly owned subsidiary of MLG Oz Limited)	630 445 975	17 630 445 975
MLG Connect Pty Ltd (a wholly owned subsidiary of MLG Oz Limited)	645 245 745	76 645 245 745

**Annexure B**  
**Voluntary Escrow Deed**

This is annexure "B" of 15 pages (including this page) referred to in the Form 603, "Notice of initial substantial holder".



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Dennis Wilkins, Company Secretary  
Date: 4 May 2021



Execution version

## Voluntary Escrow Deed

MLG Oz Limited

ACN 102 642 366

and

Murray Ian Leahy

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THIS DEED is made on

31/3/

2021

**BETWEEN:**

- (1) **MLG Oz Limited** ACN 102 642 366 whose registered office is at 10 Yindi Way, Broadwood, WA 6430 (the **Company**); and
- (2) **Murray Ian Leahy** of 29 Matthews Way, Somerville, WA 6430 (the **Holder**).

**RECITALS:**

- (A) The Company proposes to undertake the Offer and apply to ASX for admission to the official list of ASX and the quotation of its Shares on ASX.
- (B) The Holder is the registered holder and beneficial owner of the Voluntary Escrow Shares.
- (C) The Holder has agreed to certain restrictions on the Disposal of the Voluntary Escrow Shares on the terms set out in this document.

**THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this document.

**Associate** has the meaning given in the Corporations Act.

**ASX** means ASX Limited (ABN 98 008 624 691) or the securities exchange operated by it, as the context requires.

**ASX Listing Rules** means the listing rules of ASX.

**ASX Settlement** means ASX Settlement Pty Ltd (ABN 49 008 504 532).

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement and, to the extent that they are applicable, the operating rules of each of ASX and ASX Clear Pty Limited (ABN 48 001 314 503).

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.

**Completion** means the issue of the Issue Shares and the transfer of the Sale Shares to Successful Applicants under the Offer.

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

**Dispose** means to:

- (a) sell, assign, transfer, convert, surrender, cancel, convey or otherwise dispose of any interest (legal, beneficial or economic or otherwise) in any of the Voluntary Escrow Shares;
- (b) declare a trust over any interest (legal, beneficial or economic or otherwise) in any of the Voluntary Escrow Shares;
- (c) encumber or grant a security interest over any of the Voluntary Escrow Shares;
- (d) grant an option in respect of any of the Voluntary Escrow Shares;

- (e) do, or omit to do, any act if the act or omission would have:
  - (i) the effect of transferring effective ownership or control of any of the Voluntary Escrow Shares or any legal, beneficial or economic interest in the Voluntary Escrow Shares; or
  - (ii) the economic effect of transferring ownership of any of the Voluntary Escrow Shares; or
- (f) agree to do any of those things,

and **Disposal** has a corresponding meaning.

**Escrow Longstop Date** means 10.00 am (Sydney time) on the date that is seven days after the announcement of MLG's results for the financial year ending 30 June 2022.

**Escrow Period** means:

- (a) in respect of that number of Voluntary Escrow Shares as comprise 25% of the total Voluntary Escrow Shares, the period:
  - (i) commencing on the date on which the Company is admitted to the official list of ASX; and
  - (ii) ending at 10.00 am (Sydney time) on the date that is seven days after the announcement of MLG's results for the financial year ending 30 June 2021; and
- (b) in respect of the remaining Voluntary Escrow Shares, the period:
  - (i) commencing on the date on which the Company is admitted to the official list of ASX; and
  - (ii) ending on the Escrow Longstop Date.

**Management Gift Shares** means no more than 2,000,000 Shares, which:

- (a) the Company intends to issue to the Holder prior to the Company being admitted to the official list of ASX; and
- (b) the Holder intends to transfer to certain members of MLG's senior management team for nil consideration (whether directly, through SaleCo, or by any other proposed structure) after the Company is admitted to the official list of ASX.

**Holding Lock** has the meaning given in the ASX Settlement Operating Rules.

**Issue Shares** means the Shares proposed to be issued by the Company under the Offer.

**Offer** means the proposed initial public offer of:

- (a) the Issue Shares for issue by the Company; and
- (b) the Sale Shares for sale by SaleCo,

together with the application by the Company for admission to the official list of ASX and quotation of its Ordinary Shares on ASX.

**SaleCo** means MLG SaleCo Limited, ACN 648 150 001.

**Sale Shares** means 20,700,000 Shares, which:

- (a) comprise part of the Shares held by the Holder as at the date of this document; and
- (b) SaleCo will offer for sale under the Offer.

**Share** means a fully paid ordinary share in the issued capital of the Company.

**Share Registry** means the share registry of the Company from time to time.

**Successful Applicant** means a person who submits a valid application or bid for Shares and is allocated a Share under the Offer.

**takeover bid** has the meaning given in section 9 of the Corporations Act.

**Takeover Offer** has the meaning given in clause 3.2(a) of this document.

**Third Party** means a person who is not the Holder.

**Voluntary Escrow Shares** means all of the Shares held by the Holder at the date and time the Company is admitted to the official list of ASX, other than any Management Gift Shares.

## 1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) **(legislation)** a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) **(documents/agreements)** a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) **(parties)** a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) **(persons)** a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) **(parts of things)** anything (including a right, obligation or concept) includes each part of it.
- (b) **(number)** A singular word includes the plural, and vice versa.
- (c) **(gender)** A word which suggests one gender includes the other genders.
- (d) **(parts of speech)** If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

- (e) **(examples)** If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (g) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.

### 1.3 **Compliance with ASX Listing Rules**

For so long as the Company is listed on the official list of ASX:

- (a) notwithstanding anything contained in this document, if the ASX Listing Rules prohibit an act being done, the act must not be done;
- (b) nothing contained in this document prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this document to contain a provision and it does not contain such a provision, this document is deemed to contain that provision;
- (e) if the ASX Listing Rules require this document not to contain a provision and it contains such a provision, this document is deemed not to contain that provision; and
- (f) if any provision of this document is or becomes inconsistent with the ASX Listing Rules, this document is deemed not to contain that provision to the extent of the inconsistency.

## 2. **CONDITION PRECEDENT**

Clauses 3 and 4 do not become binding (and have no force or effect) unless and until the Company is admitted to the official list of ASX.

## 3. **VOLUNTARY ESCROW RESTRICTIONS**

### 3.1 **Restrictions**

- (a) Subject to clauses 3.2, 3.3 and 3.4, during the applicable Escrow Period for a Voluntary Escrow Share, the Holder must not Dispose of, or agree or offer to Dispose of, that Voluntary Escrow Share.
- (b) To avoid doubt, the Sale Shares and the Management Gift Shares:
  - (i) are not Voluntary Escrow Shares; and
  - (ii) are not subject to this document.

### 3.2 Takeovers, mergers and reorganisations

The restrictions in clause 3.1(a) will cease to apply to the extent necessary to allow the Holder to:

- (a) accept an offer under a takeover bid by a Third Party for all or a proportion of the Shares (**Takeover Offer**), provided that:
  - (i) holders of at least half of the Shares to which the Takeover Offer relates that are not subject to the restrictions in clause 3.1(a) have accepted the Takeover Offer; and
  - (ii) if for any reason the Takeover Offer does not become unconditional, the restrictions applying to the Voluntary Escrow Shares under this document (including clause 3.1) will continue to apply and, without limiting that, the Holding Lock will be reapplied to the applicable Voluntary Escrow Shares in accordance with clause 4.3(b); or
- (b) transfer or cancel the applicable Voluntary Escrow Shares pursuant to a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act.

### 3.3 Creation of security interests

The Holder may Dispose of any of his Voluntary Escrow Shares during the applicable Escrow Period if the Disposal is the creation of a security interest in some or all of the Voluntary Escrow Shares and:

- (a) the taking or acquiring of the security interest has not resulted in, and will not result in, the taker or acquirer acquiring a relevant interest in the Voluntary Escrow Securities because of the operation of section 609(1) of the Corporations Act; and
- (b) the taker or acquirer of the security interest has agreed in writing to take or acquire the security interest in the escrow securities subject to the terms of this document (including, to avoid doubt, that the applicable Voluntary Escrow Shares will remain in voluntary escrow and subject to the voluntary escrow arrangements contemplated by this document for the applicable Escrow Period, and may not be transferred to the taker or acquirer of that security interest).

### 3.4 Permitted disposals

Notwithstanding clause 3.1, the parties agree that the restrictions contained in this clause 3 do not apply to a Disposal of Voluntary Escrow Shares to a Third Party to the extent that:

- (a) the transfer does not result in a change in the beneficial ownership of the Voluntary Escrow Shares;
- (b) the transfer does not result in an extension to the Escrow Period; and
- (c) the transferee agrees to be subject to the restrictions on Disposal of the Voluntary Escrow Shares set out in this document.

### 3.5 Dividends, distributions and voting rights

Nothing in this document restricts the Holder from:

- (a) exercising any voting rights attached to the Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Voluntary Escrow Shares; or

- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares or share purchase or dividend reinvestment plan as a result of the Holder's ownership of the Voluntary Escrow Shares.

### **3.6 Notice by Holder**

If the Holder becomes aware of any:

- (a) contravention of clause 3.1 that has occurred, or is likely to occur; or
- (b) action, event, circumstance or matter that is likely to give rise to a contravention of clause 3.1,

the Holder must notify the Company as soon as reasonably practicable after becoming aware of the contravention, action, event, circumstance or matter (as applicable), providing full details.

## **4. HOLDING LOCK**

### **4.1 Agreement to Holding Lock**

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares.

### **4.2 Application of Holding Lock**

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon the Company being admitted to the official list of ASX and may only remove the Holding Lock with respect to Voluntary Escrow Shares if permitted under clause 4.3.

### **4.3 Removal of Holding Lock**

- (a) The Company must do all things necessary to remove, including (if required) procuring that ASX Settlement or the Share Registry remove, the Holding Lock with respect to any Voluntary Escrow Shares:

- (i) to the extent required to enable a Disposal that is permitted under any of clauses 3.2, 3.3 or 3.4;
- (ii) upon expiry of the Escrow Period applicable to those Voluntary Escrow Shares; or
- (iii) if this document is terminated,

in each case, as soon as possible following the relevant event occurring or, in the case of a Disposal, if the Holding Lock is required to be removed in order for the Disposal to occur, as soon as possible after being notified of the proposed Disposal.

- (b) If a Disposal is permitted under clause 3.2 but such Disposal does not occur, the Company must reapply the Holding Lock as soon as possible following confirmation that the permitted Disposal will not occur.
- (c) The Company must notify ASX when any Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.
- (d) This clause 4.3 survives termination of this document.

## **5. WARRANTIES**

### **5.1 Giving of warranties**

The Holder gives the warranties and representations in clause 5.2 in favour of the Company:

- (a) at the date of this document; and
- (b) at all times until the Escrow Longstop Date.

### **5.2 Representations and warranties**

The Holder represents and warrants that:

- (a) he has full power and authority to enter into and perform his obligations under this document;
- (b) this document constitutes a legal, valid and binding obligation on the Holder and is enforceable in accordance with its terms;
- (c) the execution, delivery and performance by the Holder of this document and his obligations thereunder does not, and will not, violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation; or
  - (ii) any agreement, undertaking, security interest or document which is binding on the Holder;
- (d) the Holder will not do, or omit to do, any act which would result in a Disposal of a Voluntary Escrow Share that is not permitted under clauses 3.2, 3.3 or 3.4 which would take effect during the applicable Escrow Period;
- (e) unless otherwise permitted by this document, the Voluntary Escrow Shares are free from all security interests and other third party interests or rights, and will remain so during the applicable Escrow Period;
- (f) the Holder holds, and will immediately following Completion of the Offer hold, the Voluntary Escrow Shares, as well as full legal and beneficial title to the Voluntary Escrow Shares; and
- (g) except for the Management Gift Shares, the Sale Shares and any other securities referred to in the prospectus issued in connection with the Offer, the Voluntary Escrow Shares are the only securities, economic interests or other interests that the Holder will have directly or indirectly in the Company as at the date that the Company is admitted to the official list of ASX and immediately following Completion of the Offer.

### **5.3 Acknowledgment**

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 5 is a breach of this document.

### **5.4 Survival of representations and warranties**

The representations and warranties in this clause 5 survive termination of this document, but only do so where the document does not automatically terminate under either of clauses 6(a) or 6(b).

## **6. AUTOMATIC TERMINATION**

Subject to clause 4.3, this document terminates automatically on the earliest to occur of:

- (a) the Company withdrawing the Offer;
- (b) 30 June 2021, if the Company is not admitted to the official list of ASX by that date; or
- (c) the Escrow Longstop Date.

## **7. BREACH**

### **7.1 Prevention of breach**

If the Company reasonably believes that the Holder may breach this document, the Company may take any steps considered by the Company (acting reasonably) to be necessary or desirable to prevent the breach or to enforce this document as soon as practicable after becoming aware of the potential breach.

### **7.2 Consequences of breach**

If the Holder breaches this document, subject to the ASX Listing Rules and the ASX Settlement Operating Rules:

- (a) the Company may take any steps considered by the Company (acting reasonably) to be necessary or desirable to enforce this document, or to rectify the breach, as soon as practicable after becoming aware of the breach;
- (b) in addition to any other rights or remedies of the Company, the Company may refuse to acknowledge, deal with, accept or register any Disposal of the Voluntary Escrow Shares the subject of the breach;
- (c) the Holder must indemnify the Company against all losses, liabilities and expenses (including legal expenses on a full indemnity basis) that the Company incurs (directly or indirectly) as a result of that default, including but not limited to costs of enforcement; and
- (d) the Holder must pay the amount of those losses, liabilities and expenses on demand to, or as directed by, the Company.

### **7.3 Injunctive relief**

Notwithstanding, and without limiting, clause 7.2, the parties agree that damages in and of itself would be an insufficient remedy for a breach or prospective breach of this document by the Holder and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 3.1 without proof of actual damages and without prejudice to any of its other rights or remedies.

## **8. NOTICES**

### **8.1 How to give a notice**

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and

- (c) either:
  - (i) delivered personally;
  - (ii) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to that person's address;
  - (iii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error; or
  - (iv) sent by electronic message to the electronic address (if any) nominated by that member.

## 8.2 When a notice is given

- (a) A notice, consent or other communication that complies with this clause is regarded as given and received:
  - (i) if it is delivered in person, when delivered to the member;
  - (ii) if it is sent by mail, on the Business Day after the date of posting to the member, whether delivered or not;
  - (iii) if sent by facsimile transmission, on the day and at the time the fax is sent if the correct fax number appears on the facsimile transmission report produced by the Company's fax machine after the date of its transmission; or
  - (iv) if sent by email or other electronic means, on the first to occur of:
    - (A) the Company receiving an automated message confirming delivery;
    - (B) the Company receiving a valid, digitally signed acknowledgment of receipt from the addressee;
    - (C) one hour after the time sent (as recorded on the device from which the email was sent), provided that the Company does not receive an automated message that the email has not been delivered.
- (b) If the operation of clause 8.2(a) would be for a notice to be regarded as given and received:
  - (i) before 5.00 pm (local time in the place from which it is sent or given) on a Business Day, it will be taken to be received on that Business Day; or
  - (ii) after 5.00 pm (local time in the place from which it is sent or given) on a Business Day or at any time on a day that is not a Business Day, it will be taken to be received on the next Business Day.

## 8.3 Address for notices

A person's mail and email address and fax number are those set out below, or as the person notifies the sender:

### **Company**

Address: 10 Yindi Way, Broadwood, WA 6430  
 Email Address: dennis@dwcorporate.com  
 Attention: Dennis Wilkins (Company Secretary)

**Murray Leahy**

Address: 29 Matthews Way, Somerville, WA 6430  
Email Address: murray@mlgoz.com.au

**9. GENERAL**

**9.1 Governing law**

- (a) This document and any dispute arising out of or in connection with this document is governed by the laws of Western Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of Western Australia, and courts of appeal from them, in respect of any proceedings arising out of or in connection with this document.
- (c) Each party irrevocably waives any right it has to object to any legal process being brought in those courts including any claim that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**9.2 Counterparts**

- (a) This document may be executed in counterparts.
- (b) Delivery of a counterpart of this document by email attachment constitutes an effective mode of delivery.

**9.3 Giving effect to documents**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

**9.4 Amendment**

This document may be amended only by a document signed by each party.

**9.5 Variation of rights**

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

**9.6 Operation of this document**

- (a) Subject to paragraph (b), this document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

**9.7 Inconsistency with other documents**

If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

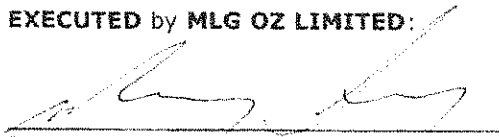
**9.8 Liability for expenses**

Each party must pay its own expenses incurred in negotiating, executing and stamping this document.


**EXECUTED as a DEED.**

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**EXECUTED by MLG OZ LIMITED:**

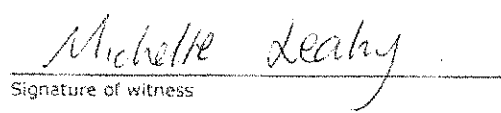
  
Signature of director

Murray Leahy  
Name

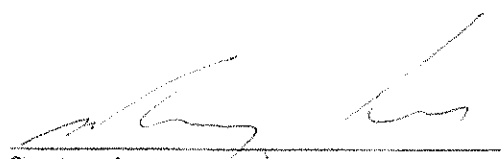
  
Signature of ~~director~~/secretary

Dennis Warrington  
Name

**SIGNED, SEALED and DELIVERED by  
MURRAY IAN LEAHY in the presence of:**

  
Signature of witness

Michelle Leahy  
Name

  
Signature of party