

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To: Company Name/Scheme FINDER Energy Holdings Limited (**Finder**)
ACN 656 811 719

1. Details of substantial holder (1)

Name FINDER and its subsidiaries named in Annexure A to this form
ACN/ARSN (if applicable) 656 811 719

The holder ceased to be a substantial holder on 8 April 2024
The previous notice was given to the company on 12 April 2022
The previous notice was dated 11 April 2022

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
8 April 2024	Finder	Expiry of 24 month restriction (Escrow Period) on disposal of shares under mandatory escrow arrangements, imposed in accordance with the ASX Listing Rules and disclosed in Finder's prospectus dated 25 February 2022. The arrangements gave Finder a relevant interest in its own shares under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) (Relevant Interest). As the Escrow Period has expired, Finder no longer holds a Relevant Interest. See Annexure B for the signed Appendix 9A restriction deed dated 22 March 2022 between (1) Finder; (2) Longreach Capital Investment Pty Ltd (Longreach); (3) Larsen Pty Ltd; (4) Ostby Pty Ltd; (5) Jan Jeon Emmar Ostby; and (6) Odd Arne Larsen.	Nil	82,500,000 Shares	82,500,000

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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

4. Addresses

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

Name	Address
Finder	Suite 1, Level 4, South Shore Centre, 83-85 South Perth Esplanade, South Perth WA 6151
Longreach	Suite 1, Level 4, South Shore Centre, 83-85 South Perth Esplanade, South Perth WA 6151
Larsen Pty Ltd	Suite 1, Level 4, South Shore Centre, 83-85 South Perth Esplanade, South Perth WA 6151
Ostby Pty Ltd	Suite 1, Level 4, South Shore Centre, 83-85 South Perth Esplanade, South Perth WA 6151
Jan Jeon Emmar Ostby	10 Tobago Rise, Hillarys WA 6025
Odd Arne Larsen	67 Melville Beach Road, Applecross WA 6153

Signature

print name Anthony Benino

capacity Company Secretary

sign here

date 08/04/24

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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

Annexure A – Finder subsidiaries

This is the annexure of 1 page marked **Annexure A** mentioned in the ASIC Form 605 (Notice of ceasing to be a substantial holder) signed by me and dated 8 April 2024

.....
 Anthony Benino
 Company Secretary
 Finder Energy Holdings Limited

Finder Subsidiaries

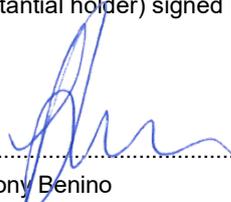
Name	ACN
Finder Operations Pty Ltd	112 222 563
Finder No. 1 Pty Ltd	140 866 137
Finder No 3 Pty Ltd	140 866 093
Finder No 4 Pty Ltd	140 866 100
Finder No 7 Pty Ltd	149 573 768
Finder No. 9 Pty Ltd	150 236 445
Finder No. 10 Pty Ltd	150 236 472
Finder No 11 Pty Ltd	150 236 481
Finder No 13 Pty Ltd	153 234 854
Finder No 14 Pty Ltd	153 234 943
Finder No. 16 Pty Ltd	632 177 381

The addresses of all above listed entities is Suite 1, Level 4, 85 South Perth Esplanade, South Perth WA 6151, Australia except as follows:

Name	Company Number	Registered Address
Finder Energy UK Limited	12227103	c/o TMF Group, 13th floor, One Angel Court, London EC2R 7HJ, United Kingdom
Inde Carbon Limited	14333781	c/o TMF Group, 13th floor, One Angel Court, London EC2R 7HJ, United Kingdom

Annexure B – signed Longreach Restriction Deed

This is the annexure of 8 pages marked **Annexure B** mentioned in the ASIC Form 605 (Notice of ceasing to be a substantial holder) signed by me and dated 8 April 2024



.....
Anthony Benino
Company Secretary
Finder Energy Holdings Limited

82,500,000 shares were classified by ASX as restricted securities (**Restricted Securities**). These Restricted Securities were subject to ASX imposed mandatory escrow until 8 April 2024, being 24 months after the date of commencement of official quotation.

Appendix 9A

Restriction Deed

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

Introduction

- A. The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C. We acknowledge that the entity’s admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:
 - (a) *dispose of, or agree or offer to *dispose of, the restricted securities;
 - (b) create, or agree or offer to create, any security interest in the restricted securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
 - (a) *dispose of, or agree or offer to *dispose of, the controller interests;
 - (b) create, or agree or offer to create, any security interest in the controller interests; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity’s *[[if the securities are in a class that is or is to quoted]* *issuer sponsored subregister and are to have a *holding lock applied / *{if the securities are not in a class that is or is to quoted}* *certificated subregister and the certificates for the securities are to be held in escrow in accordance with the listing rules] for the duration of the escrow period.

Warranties

4. If item 3 of the schedule is completed, the holder and each *controller warrant that:

- (a) the holder has the *controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;
 - (b) there are no other controllers or controller interests; and
 - (c) the holder and each *controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a *controller of the holder and who is required to execute this deed.
5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:
- (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
 - (b) if the holder is not one or more individuals, the holder has no *controller; and
 - (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
6. If item 8 of the schedule is completed, the holder warrants that:
- (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
 - (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
 - (c) a release of those security interests is attached.
7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
8. If item 9 of the schedule is completed, the holder and each *controller warrant that:
- (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
 - (b) apart from those security interests, the *controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
 - (c) a release of the security interests is attached.
9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each *controller warrant that the *controller has not created, or agreed to create, any security interests over the controller interests.
10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a *controller breach this deed:
- (a) the holder and each *controller must take the steps necessary to rectify the breach;
 - (b) the entity must take the steps necessary to enforce the agreement;
 - (c) the entity must refuse to acknowledge any *disposal (including, without limitation, to register any transfer) of any of the *restricted securities in breach of this deed; and
 - (d) the holder of the *restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the *restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the *securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the *restricted securities or the holder of the *restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the *securities set out in item 6 of the schedule and any *securities attaching to or arising out of those *securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1.	Entity's name and address:	Finder Energy Holdings Limited (ACN 656 811 719)
2.	Holder's name and address:	Longreach Capital Investment Pty Ltd (ACN 117 213 706) Suite 1, Level 4, South Shore Centre, 83-85 South Perth Esplanade, South Perth WA 6151
3.	Each 'controllers' name and address:	Ostby Pty Ltd (ACN 073 218 809) Suite 1, Level 4, South Shore Centre, 83-85 South Perth Esplanade, South Perth WA 6151 Larsen Pty Ltd (ACN 073 239 291) Suite 1, Level 4, South Shore Centre, 83-85 South Perth Esplanade, South Perth WA 6151 Jan Jeon Emmar Ostby (in his personal capacity and atf Ostby Family Trust) 10 Tobago Rise, Hillarys WA 6025 Executor of the Estate of the late Anne Mette Ostby 10 Tobago Rise, Hillarys WA 6025 Odd Arne Larsen (in his personal capacity) 67 Melville Beach Road, Applecross WA 6153 Virginia Dale Owens Larsen (in her personal capacity) 67 Melville Beach Road, Applecross WA 6153
4.	Escrow period start date:	The date of official quotation of the entity's securities (Listing)
5.	Escrow period end date:	24 months from Listing
6.	Particulars of restricted securities:	82,500,000 ordinary shares in the capital of the entity
7.	Particulars of controller interests:	Ostby Pty Ltd and Larsen Pty Ltd each holds 50% of the shares in the holder. Jan Jeon Emmar Ostby holds 50% of the shares in Ostby Pty Ltd (in his personal capacity) and 50% atf Ostby Family Trust. He is also a controlling beneficiary of the Ostby Family Trust. The Executor of the Estate of the late Anne Mette Ostby is a controlling beneficiary of the Ostby Family Trust. Odd Arne Larsen and Virginia Dale Owens Larsen each hold 50% of the shares in Larsen Pty Ltd.
8.	Particulars of security interests over restricted securities:	N/A
9.	Particulars of security interests over controller interests:	N/A

Date: 22 March 2022

Executed as a deed

Entity

Executed by Finder Energy Holdings Limited in accordance with section 127(1) of the *Corporations Act 2001* (Cth):)
)
)
)
)

.....
Company Secretary/Director

DAMON A. NEAVES
.....
Name of Company Secretary/Director (print)


.....
Director

SHANE WESTLAKE
.....
Name of Director (print)

Holder

Executed by Longreach Capital Investment Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001* (Cth):)
)
)
)
)

.....
Company Secretary/Director

ANTHONY BENINO
.....
Name of Company Secretary/Director (print)


.....
Director

Karin Ostby
.....
Name of Director (print)

Controllers

Executed by Larsen Pty Ltd in accordance with section 127(1) of the *Corporations Act 2001* (Cth):)
)
)
)
)

.....
Company Secretary/Director

Paul R. LARSEN
.....
Name of Company Secretary/Director (print)


.....
Director

O.A. LARSEN
.....
Name of Director (print)

Executed by Ostby Pty Ltd in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth):



.....
Sole Director and Company Secretary

JAN JEON EMMAR OSTBY

.....
Name of Sole Director and Company
Secretary (print)

Signed by Jan Jeon Emmar Ostby in)
the presence of:)



.....
Witness

PAULA KANE

.....
Name of Witness (print)



Signed by Jan Jeon Emmar Ostby in)
his capacity as trustee of Ostby Family)
Trust in the presence of:



.....
Witness

PAULA KANE

.....
Name of Witness (print)



Signed by Jan Jeon Emmar Ostby as)
the Executor of the Estate of the late)
Anne Mette Ostby in the presence of:



.....
Witness

PAULA KANE

.....
Name of Witness (print)



Signed by Odd Arne Larsen in the presence of:)
)

Paula Kane

O.A.L.

.....
Witness

PAULA KANE

.....
Name of Witness (print)

Signed by Virginia Dale Owens Larsen in the presence of:)
)

Paula Kane

Virginia Dale Owens Larsen

.....
Witness

PAULA KANE

.....
Name of Witness (print)