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17 April 2019

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

By e-lodgement

Dear Sir/Madam

Notice of Initial substantial holder – Hans J. Mende

Please see attached notice.

Yours sincerely



Chelsey Drake

Partner
Allens
Chelsey.Drake@allens.com.au
T +61 7 3334 3202

Our Ref CAEB:120743350
CAEB 504479904v1 120743350 17.4.2019

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Jupiter Mines Ltd (*JMS*)

ACN/ARSN ACN 105 991 740

1. Details of substantial holder (1)

Name Hans J. Mende as trustee of the 2005 Kirmar Trust

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 29/10/2010

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) |
|-------------------------|-----------------------------|--------------------|------------------|
| Ordinary shares | 252,458,801 ordinary shares | 252,458,801 | 12.88% |

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 |
|---|--|--------------------------------|
| Hans J. Mende as trustee of the 2005 Kirmar Trust | Hans J. Mende as trustee of the 2005 Kirmar Trust has greater than 20% of the voting power in HJM Jupiter L.P. HJM Jupiter L.P is the registered holder of 106,613,429 ordinary shares in JMS. | 106,613,429 ordinary shares |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | Hans J. Mende as trustee of the 2005 Kirmar Trust has greater than 20% of the voting power in AMCI Euro Holdings B.V. (<i>AMCI</i>). AMCI holds a relevant interest by way of a right to acquire 145,845,372 ordinary shares pursuant to the Sale and Purchase Agreement between AMCI and Pallinghurst Consolidated (Cayman) Ltd (<i>Pallinghurst</i>) (<i>SPA</i>), a copy of which is attached to this notice as Annexure A . | 145,845,372 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 | Person entitled to be registered as holder (8) | Class and number of securities |
|---|----------------------|--|--------------------------------|
| Hans J. Mende as trustee of the 2005 Kirmar Trust | HJM Jupiter L.P | HJM Jupiter L.P | 106,613,429 ordinary shares |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | Pallinghurst | Pallinghurst | 145,845,372 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 |
|---|---------------------|---|----------|-----------------------------|
| | | Cash | Non-cash | |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | 04/02/2019 | Hans J. Mende as trustee of the 2005 Kirmar Trust has greater than 20% of the voting power in HJM Jupiter L.P, which acquired the shares on-market for \$125,000 | | 500,000 ordinary shares |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | 05/02/2019 | Hans J. Mende as trustee of the 2005 Kirmar Trust has greater than 20% of the voting power in HJM Jupiter L.P, which acquired the shares on-market for \$127,500 | | 500,000 ordinary shares |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | 08/02/2019 | Hans J. Mende as trustee of the 2005 Kirmar Trust has greater than 20% of the voting power in HJM Jupiter L.P, which acquired the shares on-market for \$125,000 | | 500,000 ordinary shares |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | 11/02/2019 | Hans J. Mende as trustee of the 2005 Kirmar Trust has greater than 20% of the voting power in HJM Jupiter L.P, which acquired the shares on-market for \$130,000 | | 500,000 ordinary shares |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | 13/04/2019 | Hans J. Mende as trustee of the 2005 Kirmar Trust has a relevant interest in these shares as a result of its voting power in AMCI. Refer to the SPA for the consideration to be paid by AMCI to acquire these shares. | | 145,845,372 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 |
|-----------------------------------|-----------------------|
| Not applicable | Not applicable |

7. Addresses

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

| Name | Address |
|---|--|
| JMS | Level 10, 16 St Georges Terrace, Perth, Western Australia, 6000. |
| Hans J. Mende as trustee of the 2005 Kirmar Trust | c/- AMCI, Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands. |
| AMCI | Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands. |
| Pallinghurst | 87 Mary Street, KY-1-9002 George Town, Grand Cayman, Cayman Islands. |

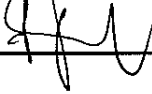
Signature

print name

Hans Monde

capacity

sign here



date

4.16.19

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

This is Annexure "A" of 10 pages referred to in the accompanying Form 603.

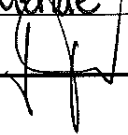
Signature

print name

Hans Mende

capacity

sign here



date

4.16.19

This sale and purchase agreement is dated 13 April 2019

PARTIES

- (1) Pallinghurst Consolidated (Cayman) Ltd, a company incorporated and registered in The Cayman Islands with company number WK-181386 whose registered office is at 87 Mary Street, KY-1-9002 George Town, Grand Cayman, Cayman Islands (**Seller**)
- (2) AMCI Euro Holdings B.V., a company incorporated in The Netherlands, of Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands (**Buyer**)

BACKGROUND

- (A) The Seller has agreed to sell, and the Buyer has agreed to buy, the Sale Shares subject to the terms and conditions of this agreement (**Transaction**).
- (B) The Seller is a party to the Voluntary Escrow Deed with the Company, pursuant to which the Seller is restricted from disposing of its shares in the Company, these being the Sale Shares, for a limited 'escrow period'. Consequently, in order for the Seller to sell the Sale Shares and the Buyer to buy the Sales Shares, the Escrow Period must first expire.
- (C) On 19 February 2019 the Company declared a dividend per share of AUS\$0.025 in favour of shareholders of the Company on the share register as at 7 May 2019 (**Dividend Record Date**) and payable on 21 May 2019 (**Dividend Payment Date**).

AGREED TERMS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England and Western Australia when banks in London and Perth are open for business.

CA 2006: the Companies Act 2006.

Claim: a claim for breach of any of the Warranties.

Company: Jupiter Mines Ltd (ABN 51 105 991 740), a company incorporated and registered in Western Australia, whose registered office is at Level 10, 16 St Georges Terrace, Perth, WA, 6000, and whose shares are listed on the Australian Stock Exchange.

Completion: completion of the sale and purchase of the Sale Shares in accordance with clause 4.

Completion Date means the First Tranche Completion Date or the Second Tranche Completion Date, as applicable.

Dividend Payment Date: has the meaning given to in Recital C.

Dividend Record Date: has the meaning given to in Recital C.

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Escrow Period has the meaning given to it in the Voluntary Escrow Deed.

First Tranche Shares: has the meaning given to it in clause 4.1(a).

First Tranche Completion Date: has the meaning given to it in clause 4.1(a).

First Tranche Purchase Price: has the meaning given to it in clause 4.2(a).

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Pre-Completion Period: the period commencing on the Dividend Payment Date and ending when the Buyer has become the registered holder of all the Sale Shares.

Sale Shares: the 145,845,372 ordinary shares in the Company, all of which have been issued and are fully paid and are listed on the Australian Stock Exchange.

Second Tranche Shares: has the meaning given to it in clause 4.1(b).

Second Tranche Completion Date: has the meaning given to it in clause 4.1(b).

Second Tranche Purchase Price: has the meaning given to it in clause 4.2(b).

Total Purchase Price: has the meaning given in clause 3.1.

Voluntary Escrow Deed: means the voluntary escrow deed dated 29 June 2018 and entered into between the Seller and the Company, as well as certain other former companies of the Seller's Group.

Warranties: the warranties set out in The Schedule.

- 1.2 References to clauses and The Schedule are to the clauses of and The Schedule to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 This agreement shall be binding on and enure to the benefit of, the parties to this agreement and their respective successors and permitted assigns, and references to a party shall include that party's successors and permitted assigns.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006.
- 1.7 Unless expressly provided otherwise in this agreement, a reference to **writing** or **written** includes fax and email.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Sale and purchase

- 2.1 The obligations of the parties under clauses 2.2 and 4 are subject to and will have no force or effect until the relevant Sale Shares are released from escrow under the Voluntary Escrow Deed.
- 2.2 Subject to clause 2.1, at Completion, the Seller shall sell, and the Buyer shall buy, the Sale Shares with full title guarantee and free from all Encumbrances, together with all rights attached or accruing to them.
- 2.3 Subject to the provisions of this agreement (particularly clause 5), title to and property in the Sale Shares:
- (a) until Completion, remains solely with the Seller; and
 - (b) passes to the Buyer with effect from Completion.

3. Purchase Price

- 3.1 The total consideration for the sale of the Sale Shares is AUD\$44,240,938 (**Total Purchase Price**) which shall be paid by the Buyer to the Seller in cash in accordance with clause 4.2.
- 3.2 The Buyer acknowledges that the dividends to be paid by the Company to shareholders on the Dividend Payment Date, in respect of the Sale Shares and which amounts to AUS\$3,646,134, shall be due and payable to the Seller and not the Buyer.

4. Completion

- 4.1 Completion shall take place in two stages, as follows:
- (a) on 3 June 2019 (**First Tranche Completion Date**) for 72,922,686 of the Sale Shares (**First Tranche Shares**); and
 - (b) on 1 November 2019 (**Second Tranche Completion Date**) for the remaining 72,922,686 Sale Shares (**Second Tranche Shares**).
- 4.2 At Completion:

- (a) on the First Tranche Completion Date, the Buyer shall pay AUD\$22,120,469 (the **First Tranche Purchase Price**); and
- (b) on the Second Tranche Completion Date, the Buyer shall pay AUD22,120,469 (the **Second Tranche Purchase Price**),

by electronic transfer of immediately available funds to a bank account nominated by the Seller, as notified by the Seller to the Buyer in writing.

4.3 On each relevant Completion Date:

- (a) each party shall deliver to the other a certified copy of the resolutions adopted by each party's respective boards of directors approving or ratifying the execution and delivery of this agreement and the terms contained herein;
- (b) each party shall execute share transfer forms in respect of the transfer of the relevant Sale Shares, in a form satisfactory to the Company (**Transfer Forms**), together with all such other administrative forms as may be required by the Company to register the transfer of the relevant Sale Shares; and
- (c) the Parties shall ensure that the original Transfer Forms and a certified copy of this agreement have been filed with the Company's registrar to ensure legal completion of the transfer of the relevant Sale Shares on the Completion Date.

5. **Adjustments**

- 5.1 If the Seller receives payment of any dividends or other distributions of any kind whatsoever declared by the Company during the Pre-Completion Period (by virtue of it being the registered holder of any Sale Shares), it shall as soon as reasonably practicable pay such dividend or distribution amount(s) to the Buyer in cash by electronic transfer of immediately available funds to a bank account nominated by the Buyer, as notified by the Buyer to the Seller in writing.
- 5.2 In the case of any new or bonus issue of shares, reclassification, subdivision, consolidation or other reorganisation of the share capital of the Company prior to the Buyer becoming the registered holder of all the Sale Shares, the Total Purchase Price and the number of Sale Shares shall be adjusted in such a manner as the Seller and Buyer determine to be appropriate (acting reasonably) to take into the account the impact of that event.

6. **Warranties**

- 6.1 The Seller warrants to the Buyer that each Warranty is true, accurate and not misleading on the date of this agreement and on the relevant Completion Date, and will remain in full force and effect after the relevant Completion Date despite Completion.
- 6.2 Each of the Warranties is separate and, unless expressly provided otherwise, is not limited by reference to any other Warranty or any other provision in this agreement.

7. Confidentiality and announcements

7.1 Except to the extent required by law or any legal or regulatory authority of competent jurisdiction, including the regulations governing the stock exchanges that the parties are listed on:

- (a) neither party (and shall procure that no other member of its Group shall) at any time disclose to any person (other than their professional advisers) the terms of this agreement or any other confidential information relating to the other party, or make any use of such information other than to the extent necessary for the purpose of exercising or performing their respective rights and obligations under this agreement; and
- (b) neither party shall make, or permit any person to make, any public announcement, communication or circular concerning this agreement without the prior written consent of the other party.

7.2 Notwithstanding clause 7.1, the parties may, at any time after Completion, announce completion of the transaction to any employees, clients, customers or suppliers of their respective Groups.

8. Further assurance

Each party shall, and shall use all reasonable endeavours to, procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

9. Assignment

9.1 Subject to clause 9.2, neither party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of their rights and obligations under this agreement without the prior written consent of the other party.

9.2 Subject to the Buyer's escrow arrangements with the Company, the Buyer may freely and without restriction assign or transfer its rights and obligations under this agreement to any Group member of the Buyer by giving writing notice to the Seller.

10. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.



11. Variation and waiver

- 11.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.
- 11.3 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

12. Notices

- 12.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post (or another next working day delivery service) in either case to that party's registered office.
- 12.2 A notice is deemed to have been received if delivered by hand, at the time the notice is left at the proper address or if sent by pre-paid first class post (or another next working day delivery service), on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), in which case receipt will occur when business hours resume in the place of receipt.
- 12.3 A notice given under this agreement is not valid if sent by email.
- 12.4 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.

13. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

14. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



15. Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

16. Governing law and jurisdiction

16.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.



The Schedule

Warranties


1. Incorporation and Power to sell the Sale Shares

- 1.1 The Seller is duly incorporated and validly exists under the law of its place of incorporation.
- 1.2 The Seller has full corporate power and authority to own the Sale Shares.
- 1.3 The Seller is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened.
- 1.4 The execution and delivery of this agreement has been properly authorised by all necessary corporate action of the Seller.
- 1.5 The Seller has the requisite power and authority to enter into and perform this agreement and the documents referred to in it to which it is a party, and they constitute valid, legal and binding obligations on the Seller in accordance with their respective terms.
- 1.6 The execution and performance by the Seller of this agreement and the documents referred to in it to which the Seller is a party will not breach or constitute a default under its articles of association, or any agreement, instrument, order, judgment or other restriction which binds the Seller.


2. Shares in the Company

- 2.1 The Seller is the sole legal and beneficial owner of the Sale Shares and is entitled to transfer the legal and beneficial title to the Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person, subject only to the restrictions contained in the Voluntary Escrow Deed.
- 2.2 No Encumbrance has been granted to any person or otherwise exists affecting the Sale Shares and no commitment to create any such Encumbrance has been given, nor has any person claimed any such rights.

Signed by Sean Gilbertson
Director, for and on behalf of Pallinghurst Consolidated
(Cayman) Ltd


S. GILBERTSON
Director

Signed for AMCI Euro Holdings B.V. by its
authorised representative in the presence
of:



Authorised Representative Signature

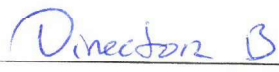
S.V.C. Hoogstrate-Röell

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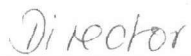

Authorised Representative Signature

Ornella Bolz

Print Name


Position

Signed on 12.04.19


Position

Signature page to SPA between PCCL and AMCI – April 2019