

19 December 2014

Manager of Company Announcements
ASX Limited
Level 6, 20 Bridge Street
SYDNEY NSW 2000

By E-Lodgement

NOTICE OF GENERAL MEETING – GALOC DIVESTMENT

A General Meeting will be held on Tuesday, 20 January 2014 at the Royal Perth Golf Club, Seminar Room, Labouchere Road, South Perth, Western Australia at 10.00am.

The purpose of the General Meeting is to seek Shareholder approval for the proposed divestment of the Galoc Production Company W.L.L. (GPC).

GPC is the holder of Otto Energy's 33% interest in the Galoc Oil Field offshore Philippines.

The Notice of Meeting, Explanatory Statement and Proxy Form follow this announcement.

Personalised versions of these documents will be sent to Shareholders on Friday 19 December 2014.

Yours faithfully

Matthew Allen
Chief Executive Officer

OTTO AT A GLANCE

- ASX-listed oil and gas company with a strategy to grow an integrated petroleum business through high impact exploration
- Focused on South East Asia and East Africa
- Operator of the producing Galoc oil field in the Philippines, which provides cashflow

COMPANY OFFICERS

Rick Crabb	Chairman
Ian MacIver	Director
Rufino Bomasang	Director
John Jetter	Director
Ian Boserio	Director
Matthew Allen	CEO
Craig Hasson	CFO
Scott Blenkinsop	Chief Legal Counsel Company Secretary

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OTTO ENERGY LIMITED
ABN 56 107 555 046

NOTICE OF GENERAL MEETING

TIME: 10.00am (WST)

DATE: 20 January 2015

PLACE: Royal Perth Golf Club
Seminar Room
Labouchere Road,
South Perth Western Australia

This Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Should you wish to discuss the matters in this Notice of General Meeting please do not hesitate to contact the Company Secretary on (08) 6467 8800.

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TIME AND PLACE OF MEETING AND HOW TO VOTE

VENUE

The meeting of the Shareholders of Otto Energy Limited which this Notice of General Meeting relates to will be held at 10.00am (WST) on 20 January 2015 at:

Royal Perth Golf Club
Seminar Room
Labouchere Road,
South Perth Western Australia

YOUR VOTE IS IMPORTANT

The business of the General Meeting affects your shareholding and your vote is important.

VOTING IN PERSON

To vote in person, attend the General Meeting on the date and at the place set out above.

VOTING BY PROXY OR DIRECTLY ONLINE

To vote by proxy, please complete and sign the Proxy Form enclosed with this Notice of Meeting as soon as possible and either:

- (a) send the Proxy Form by post to the Company's share registry Link Market Services, Locked Bag A14, Sydney South, NSW 1235; or
- (b) fax your Proxy Form to the Company's share registry on (+612) 9287 0309.

You may also register your voting instructions electronically by visiting the Company's share registry website www.linkmarketservices.com.au Select 'Investor Login' and enter the holding details as shown on the enclosed Proxy Form. Select the 'Voting' tab and follow the prompts.

To be valid, your proxy form or electronic voting instructions must be received by 10.00am (WST) on 18 January 2015.

Proxy forms or electronic voting instructions received later than this time will be invalid.

NOTICE OF MEETING

Notice is given that a General Meeting of Shareholders of Otto Energy Limited will be held at the Royal Perth Golf Club, Seminar Room, Labouchere Road, South Perth, Western Australia at 10.00am (WST) on 20 January 2015 (**Meeting**).

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders on 18 January 2015 at 10.00am (WST).

Capitalised terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the glossary of the Explanatory Statement.

AGENDA

The Explanatory Statement to this Notice of Meeting describes the matters to be considered at the Meeting.

RESOLUTION - APPROVAL OF SALE OF GALOC PRODUCTION COMPANY W.L.L.

To consider, and if thought fit, to pass, with or without amendment, the following resolution as **an ordinary resolution**:

"That, for the purposes of Listing Rule 11.2, Article 32 of the Company's Constitution and for all other purposes, approval is given for the sale of all of the shares in the capital of Galoc Production Company W.L.L. on the terms and conditions set out in the Sale and Purchase Agreement as summarised in the Explanatory Statement."

Voting Exclusion: The Company will disregard any votes cast on the Resolution by a party to the Proposed Transaction or a person who might obtain a benefit if the Resolution is passed (except a benefit solely in their capacity as a holder of Shares) and any Associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or is cast by the person chairing the Meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Explanatory Statement: Shareholders should refer to the Explanatory Statement attached to this Notice of Meeting which the Directors consider contains all of the information reasonably necessary for Shareholders to make an informed decision about the Proposed Transaction.

DATED: 16 December 2014
BY ORDER OF THE BOARD



MR RICK CRABB
CHAIRMAN

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting.

The purpose of this Explanatory Statement is to provide information that the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolution in the Notice of General Meeting.

1. INTRODUCTION AND SUMMARY OF PROPOSED TRANSACTION

1.1 Proposed Transaction

On 12 December 2014 the Company announced:

- (a) The execution of a Sale and Purchase Agreement with Nido Petroleum Limited (**Nido**) for the sale of all of the shares in Galoc Production Company W.L.L. (**GPC**), being the holder of a 33% working interest in SC-14C, Galoc Block, Philippines (**Galoc Interest**), for the headline consideration of US\$108 million (approximately AUD\$130 million as at 12 December 2014) (**Proposed Transaction**).
- (b) The termination of the Risco SPA dated 18 September 2014 for the sale of GPC for US\$101.4 million to Risco Energy.

The purpose of the Meeting is to consider the Proposed Transaction.

Nido is an Australian-based exploration and production company with a focus on oil and gas opportunities in South-East Asia. Nido is currently a joint venturer in the Galoc oil field.

Closing of the Proposed Transaction is subject to the satisfaction of a number of conditions, including the approval of the Resolution by Shareholders.

Consistent with the Company's commitment to deliver maximum value to Shareholders, the Company proposes to pay a capital return to Shareholders of AUD\$0.06 per Share, utilising approximately AUD\$69.3 million from the proceeds of the Proposed Transaction. Shareholders will likely be asked to approve this capital return in the first quarter of 2015, following clarification of the tax treatment by way of a Class Ruling from the Australian Taxation Office (**ATO**).

1.2 Summary of the Sale and Purchase Agreement

Pursuant to the Sale and Purchase Agreement, Nido will acquire all of the shares in GPC. GPC owns the Galoc Interest. The consideration payable by Nido under the Sale and Purchase Agreement is US\$108 million cash, based on a 1 July 2014 effective date (**Economic Date**) on a cash-free / debt-free basis, with Nido assuming production rights and liabilities associated with the Galoc Interest (including abandonment costs) with effect from the Economic Date.

The principal terms of the Sale and Purchase Agreement are described in Schedule 1.

1.3 The Resolution

To undertake the Proposed Transaction, the Company is seeking approval for the disposal of all of the shares in GPC for the purposes of Listing Rule 11.2 and Article 32 of the Company's Constitution on the basis that the sale of GPC, and indirectly the Galoc Interest, comprises the disposal of the Company's main undertaking.

1.4 Financial effect of the Proposed Transaction

The impact of the Proposed Transaction on the Company's balance sheet is set out in the pro forma Statement of Financial Position below.

The Proposed Transaction will have no impact on the capital structure of the Company.

Statement of Financial Position: Otto Energy Limited and its controlled entities as at 30 June 2014

	Audited Consolidated US\$'000	Adjustments US\$'000	Pro-forma Consolidated US\$'000
Current Assets			
Cash and cash equivalents	7,735	108,000	115,735
Trade and other receivables	18	-	18
Other current assets	1,758	(921)	837
Inventories	2,941	(2,941)	-
Total Current Assets	<u>12,452</u>	<u>104,138</u>	<u>116,590</u>
Non-Current Assets			
Other assets	7,955	(7,940)	15
Property, plant and equipment	496	(153)	343
Exploration and evaluation assets	9,049	-	9,049
Oil and Gas Properties	91,460	(91,460)	-
Total Non-Current Assets	<u>108,960</u>	<u>(99,553)</u>	<u>9,407</u>
Total Assets	<u>121,412</u>	<u>4,585</u>	<u>125,997</u>
Current Liabilities			
Trade and other payables	4,755	(4,095)	660
Provisions	196	-	196
Provision of income tax payable	2,442	(2,442)	-
Total Current Liabilities	<u>7,393</u>	<u>(6,537)</u>	<u>856</u>
Non-Current Liabilities			
Deferred tax liabilities	13,935	(13,935)	-
Provisions	8,910	(8,853)	57
Total Non-Current Liabilities	<u>22,845</u>	<u>(22,788)</u>	<u>57</u>
Total Liabilities	<u>30,238</u>	<u>(29,325)</u>	<u>913</u>
NET ASSETS	<u>91,174</u>	<u>33,910</u>	<u>125,084</u>
EQUITY			
Contributed equity	131,577	-	131,577
Reserves	13,145	-	13,145
Accumulated losses	(53,548)	33,910	(19,638)
TOTAL EQUITY	<u>91,174</u>	<u>33,910</u>	<u>125,084</u>

1.5 Advantages and disadvantages of the Proposed Transaction

The Directors believe that the Proposed Transaction is in the best interests of Shareholders as:

- (a) the Proposed Transaction unlocks the value of the Galoc Interest, which was not being fully reflected in the Company's share price with the headline purchase price implying a 28% premium to the share price as at the date of execution of the Sale and Purchase Agreement;
- (b) the consideration payable represents full value for the Galoc Interest based on the Company's forward production forecast and oil price expectations;
- (c) the Proposed Transaction allows the Company to fund the Company's exploration, new business development and working capital activities for a further 2 years, and deliver a proposed capital return to Shareholders of AUD\$0.06 per Share;
- (d) the Proposed Transaction allows the Company to focus on executing the potential farm-out and drilling of exploration wells in the SC55 acreage, offshore Philippines, as well as the upcoming exploration program over our exciting Tanzania prospects, which are anticipated to be drilled in 2015;
- (e) there remain ongoing risks with the Galoc Interest given where the asset is currently positioned in the life-cycle of an oil field (including possible future risks (and potential rewards) of developing any identified field/near-field upside that could offset naturally declining production rates), which risks are avoided via the sale of GPC;
- (f) the Proposed Transaction and subsequent capital return (following an ATO ruling and if supported by Directors and Shareholders) provides certainty of return for Shareholders;
- (g) it provides the Company the flexibility to review a range of opportunities; and
- (h) the Proposed Transaction minimises the exposure of the Company to the risks which arise from a challenging time in the resources market and currently volatile oil price.

If the Resolution is not passed by Shareholders, either the Company or Nido may terminate the Sale and Purchase Agreement.

Disadvantages of the Proposed Transaction include:

- (a) there remains the potential for further exploration or development within the Galoc oil field that may increase production or reserves. By selling the Galoc Interest at this point, neither the Company nor Shareholders will participate in these further exploration or development opportunities;
- (b) the Proposed Transaction involves the Company selling its principal and only cash generating asset, which may not be consistent with the investment objectives of all Shareholders;
- (c) there is a risk the Company may not be able to identify and complete the acquisition of other suitable investment opportunities (either at all or within a reasonable time), and in any event other uses of sale proceeds may not generate a return; and
- (d) new opportunities identified or undertaken by the Company are not guaranteed to have any less risk or deliver any greater returns than if the Company were to continue to hold its shares in GPC.

In addition, if the Proposed Transaction is not approved by Shareholders and does not proceed, the Directors consider it is possible that the Company's share price may trade at a price less than it did prior to the day on which the Proposed Transaction was announced.

1.6 Future activities and direction following the Proposed Transaction

The Company's assets following the Proposed Transaction will comprise:

- (a) 93.18% interest in SC55 – a Service Contract with highly prospective exploration opportunities located offshore the Philippines in the Palawan Basin containing the Hawkeye and Cinco prospects;
- (b) 100% interest in SC73 – a Service Contract with potential exploration prospects covering acreage located offshore the Philippines in the Mindoro Basin; and

- (c) 50% interest in the exploration stage Kilosa-Kilombero and the Pangani Blocks through onshore Production Sharing Agreements in Tanzania.

The Proposed Transaction will enable the Company to focus on executing the proposed farm-out and drilling of exploration wells in the Company's SC55 acreage, offshore Philippines, as well as the upcoming exploration program for the Company's Tanzanian prospects.

In addition, the Company will consider acquisition opportunities of other exploration or development projects that it considers are consistent with its existing activities and which the Directors believe could have the potential to add value to Shareholders through exploration success.

Consistent with the Company's commitment to deliver maximum value to Shareholders, the Company proposes to pay a capital return to Shareholders of AUD\$0.06 per Share, utilising approximately AUD\$69.3 million from the proceeds of the Proposed Transaction.

1.7 Non-approval of Resolution

In the event that Shareholder approval is not obtained and Closing of the Proposed Transaction does not occur, the Company will retain its investment in GPC and the Galoc Interest and continue assessing other acquisitions that suit the Company's strategic objectives.

The Company's investment in GPC and the Galoc Interest will be unaffected if the Proposed Transaction does not complete. GPC will continue as operator, and the Company will continue to enjoy the rewards, and bear the risks, of the Galoc Interest.

1.8 Indicative timetable

If the Resolution is approved, Closing of the Proposed Transaction is expected to occur within 2 weeks of the date of the Meeting.

2. RESOLUTION - APPROVAL OF THE SALE OF GPC

The Resolution seeks Shareholder approval for the purposes of Listing Rule 11.2, Article 32 of the Company's Constitution and for all other purposes, for the sale of all of the shares in GPC, being the holder of the Galoc Interest.

2.1 Listing Rule 11.2 and Article 32

Listing Rule 11.2 provides that if a company is undertaking a significant change that involves that company disposing of its main undertaking, then the company must obtain the approval of its shareholders and otherwise comply with the requirements of ASX.

In addition, article 32 of the Company's Constitution requires any sale or disposal of the Company main undertaking to be conditional upon approval by an ordinary resolution of Shareholders.

2.2 Directors' interests and recommendation

No Director of the Company has any direct interest in the Resolution, other than in his capacity as a Shareholder.

After due consideration of the advantages and disadvantages set out in this Explanatory Statement, the valuation provided by PricewaterhouseCoopers Securities Ltd in relation to the previous sale and purchase agreement with Risco Energy, their own expertise and the information available to them, the Directors recommend that, in the absence of a superior proposal, Shareholders vote in favour of the Resolution.

RESPONSIBILITY FOR INFORMATION

The information concerning the Company contained in this Explanatory Statement, including information as to the views and recommendations of the Directors, has been prepared by the Company and is the responsibility of the Company.

The Explanatory Statement does not take into account the individual investment objectives, financial situation and particular needs of individual Shareholders. If you are in doubt as to what you should do you should consult your legal, financial or professional adviser prior to voting.

GLOSSARY

Associate has the meaning given to that term in section 11 and sections 13 to 17 of the Corporations Act.

ASX means ASX Limited.

Company or **Otto Energy** means Otto Energy Limited (ABN 56 107 555 046).

Closing means completion of the sale and purchase of the Sale Shares in accordance with the terms of the Sale and Purchase Agreement.

Corporations Act means the Corporations Act 2001 (Cth).

Directors mean the directors of the Company.

Explanatory Statement means this explanatory statement to the Notice of Meeting.

Galoc Interest means a 33% working interest in SC-14C (Galoc Block, Philippines).

GPC means Galoc Production Company W.L.L.

Listing Rules means the official listing rules of ASX, as amended from time to time.

Meeting means the general meeting of Shareholders convened by the Notice of Meeting, or any adjournment thereof.

Nido means Nido Petroleum Limited.

Notice of Meeting means the notice of meeting which forms part of this Explanatory Statement.

Proposed Transaction has the meaning given in Section 1.1.

Related Body Corporate has the meaning given to that term in sections 9 and 50 of the Corporations Act.

Resolution means the resolution set out in the Notice of Meeting.

Risco Energy means Risco Energy Investments (Philippines) Pte Ltd.

Risco SPA means the sale and purchase agreement between the Company, Risco Energy and Risco Energy Investments Pte Ltd dated 18 September 2014.

Sale and Purchase Agreement means the sale and purchase agreement between the Company and Nido dated 12 December 2014.

Sale Shares means all of the issued capital of GPC.

Section means a section of this Explanatory Statement.

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

Shareholder means a holder of Shares.

WST means Western Standard Time.

Schedule 1 - Material Terms of the Sale and Purchase Agreement

The Company and Nido announced the execution of the Sale and Purchase Agreement on 12 December 2014 in relation to the sale by the Company of the Sale Shares to Nido.

The material terms of the Sale and Purchase Agreement are as follows:

1. Conditions precedent

Completion under the Sale and Purchase Agreement is conditional on:

- (a) the Resolution being approved by Shareholders;
- (b) legally binding arrangements for the release of the Company under the FPSO parent company guarantee; and
- (c) Risco Energy not exercising its right to match under the Risco SPA.

(Note: Risco Energy elected not to match the Nido transaction and the Risco SPA was terminated on 12 December 2014.)

2. Sale and purchase

The Company has agreed to sell, and Nido has agreed to buy, the Sale Shares for US\$108 million.

The purchase price is subject to adjustment for certain payments to and from GPC between the Economic Date and Closing.

3. Title and risk

The Sale and Purchase Agreement is prepared on the basis that Nido will carry the financial risk and reward of the Galoc Interest on and from the Economic Date.

Risk in the Sale Shares (and this includes risk with respect to the Galoc Interest, the operations, reserves, regulatory risk, tax risks, FPSO, equipment and any other assets held by GPC) passes to Nido on and from the Economic Date, subject to Closing and subject to any risks that are specifically allocated to the Company such as through the warranty regime. All liabilities of GPC will be assumed by Nido on the Economic Date, subject to Closing.

4. Warranties and liability limitation

The Sale and Purchase Agreement contains warranties and representations on behalf of the parties that are customary for an agreement of this nature.

The Sale and Purchase Agreement provides for financial, time and other limits on claims against the Company.

5. Exclusivity

While the Sale and Purchase Agreement remains on foot, the following restrictions operate in respect of an "alternative proposal", which is a transaction directly relating to the Galoc Interest and does not include a corporate transaction at the Company level:

- (a) no shop restrictions;
- (b) no due diligence and no access restrictions, subject to fiduciary carve outs; and
- (c) the Company must promptly notify Nido of any alternative proposal.

Nido has a 5 day matching right with respect to any binding alternative proposal.

6. Termination events

The Sale and Purchase Agreement may only be terminated in the following circumstances:

- (a) by mutual consent;
- (b) by either party if a condition precedent is not satisfied (or waived by the Company) by the "End Date" of 28 February 2015;
- (c) by either party in certain situations of breach under the agreement;
- (d) by either party if Nido does not match an alternative proposal;
- (e) by Nido, if the Company enters into an agreement involving the acquisition of more than 50% of the Company's shares; and
- (f) by Nido, if the Company entertains an alternative proposal by granting access to the proponent to the Company, GPC or joint operations non-public information.

7. Deposit

A deposit of U\$1m was paid by Nido on execution of the Sale and Purchase Agreement. A further US\$9.8 million is payable within 10 business days of execution. The Company will retain the deposit if termination of the Sale and Purchase Agreement is by mutual consent or results from a breach of the Sale and Purchase Agreement by Nido.



Otto Energy Limited
ABN 56 107 555 046

LODGE YOUR VOTE



ONLINE

www.linkmarketservices.com.au



By mail:
Otto Energy Limited
C/- Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235 Australia



By fax: +61 2 9287 0309



All enquiries to: Telephone: +61 1300 554 474



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PROXY FORM

I/We being a member(s) of Otto Energy Limited and entitled to attend and vote hereby appoint:

STEP 1

APPOINT A PROXY

☐

the Chairman
of the Meeting
(mark box)

OR if you are **NOT** appointing the Chairman of the Meeting
as your proxy, please write the name of the person or
body corporate you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the General Meeting of the Company to be held at **10:00am (WST) on Tuesday, 20 January 2015 at the Royal Perth Golf Club, Seminar Room, Labouchere Road, South Perth, Western Australia (the Meeting)** and at any postponement or adjournment of the Meeting.

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting.

Please read the voting instructions overleaf before marking any boxes with an ☒

STEP 2

VOTING DIRECTIONS

Resolution 1

Approval of Sale of Galoc Production
Company W.L.L.

For Against Abstain*

☐☐☐

* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

STEP 3

SIGNATURE OF SHAREHOLDERS - THIS MUST BE COMPLETED

Shareholder 1 (Individual)

Sole Director and Sole Company Secretary

Joint Shareholder 2 (Individual)

Director/Company Secretary (Delete one)

Joint Shareholder 3 (Individual)

Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

OEL PRX501A



HOW TO COMPLETE THIS PROXY FORM

Your Name and Address

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

Appointment of Proxy

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

Default to Chairman of the Meeting

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted as set out in this Proxy Form.

Votes on Items of Business - Proxy Appointment

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

Appointment of a Second Proxy

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- (a) on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- (b) return both forms together.

Signing Instructions

You must sign this form as follows in the spaces provided:

Individual: where the holding is in one name, the holder must sign.

Joint Holding: where the holding is in more than one name, either shareholder may sign.

Power of Attorney: to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

Corporate Representatives

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.linkmarketservices.com.au.

Lodgement of a Proxy Form

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **10:00am (WST) on Sunday, 18 January 2015**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



ONLINE  www.linkmarketservices.com.au

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" (Securityholder Reference Number (SRN) or Holder Identification Number (HIN) as shown on the front of the Proxy Form).



by mail:

Otto Energy Limited
C/- Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235
Australia



by fax:

+61 2 9287 0309



by hand:

delivering it to Link Market Services Limited, 1A Homebush Bay Drive, Rhodes NSW 2138.

If you would like to attend and vote at the General Meeting, please bring this form with you.
This will assist in registering your attendance.