

1 October 2014**Scheme of Arrangement becomes Effective**

Dart Energy Limited ("**Dart**") refers to the proposed acquisition by IGas Energy plc ("**IGas**") of Dart, under a scheme of arrangement between Dart and its shareholders ("**Scheme**").

As announced yesterday, the Supreme Court of Queensland ("**Court**") issued orders approving the Scheme. Dart has today lodged a copy of the Court's orders approving the Scheme with ASIC, which makes the Scheme legally effective. A copy of the Court's orders are attached.

The Scheme will now be implemented in accordance with the timetable announced yesterday. Trading in Dart's shares on ASX will be suspended from the close of trade today.

For and on behalf of the Board

Paul Marshall, Company Secretary

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SUPREME COURT OF QUEENSLAND

REGISTRY: Brisbane
NUMBER: 6299 of 2014

IN THE MATTER OF
Scheme of Arrangement relating to Dart Energy Limited ABN 21 122 588 505

Applicant: **Dart Energy Limited**

ORDER

Before: Justice Jackson
Date: 30 September 2014
Where made: Brisbane

THE COURT ORDERS THAT:-

- 1 Pursuant to section 411(4)(b) of the *Corporations Act 2001* (Cth) (**Corporations Act**), the scheme of arrangement between Dart Energy Limited ABN 21 122 588 505 (**Dart**) and the holders of its ordinary shares, in the form annexed to this Order and marked "**A**", be approved.
- 2 Pursuant to section 411(12) of the Corporations Act, Dart be exempted from compliance with section 411(11) of the Corporations Act in relation to Order 1 above.
- 3 The following documents be placed by the Court registry into an envelope marked "*Not to be opened except by an order of a Judge of this Court*" and sealed:
 - (a) the original affidavit of Edward John Lukins sworn on 25 September 2014;



ORDER
Filed on behalf of the Applicant
Form 59 - R.661

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- (b) the un-redacted form of the Applicant's written submissions entitled "Members Scheme of Arrangement Application for Approval of Scheme (30 September 2014)";
- (c) the un-redacted form of the Applicant's written submissions entitled "Supplementary Written Submissions of the Applicant (30 September 2014)"; and
- (d) the original affidavit of Michael John Kimmins sworn 29 September 2014.

4 The envelope referred to in **order 3** not be opened except by an order of a Judge of this Court.

5 Liberty to apply.

6 These orders be entered forthwith.

Signed:



"A"

Annexure D – Scheme

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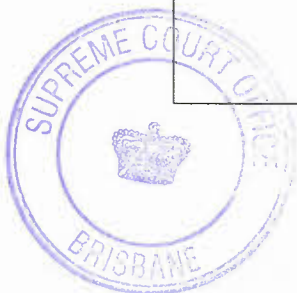
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Dart Energy Limited

The Scheme Shareholders

Scheme of Arrangement

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Annexure D - Scheme
Continued

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Date

Parties

Dart Energy Limited ABN 21 122 588 505 of Level 9 Waterfront Place, 1 Eagle Street, Brisbane, Queensland 4000 (Dart)

The Scheme Shareholders

Agreed terms

1 Definitions

In this document these terms have the following meanings:

AIM	The AIM market of the London Stock Exchange plc.
ASIC	The Australian Securities and Investments Commission.
ASX	ASX Limited ACN 008 624 691 or, if the context requires, the financial market operated by it.
ASX Listing Rules	The official listing rules of ASX.
Business Day	A day that is not a Saturday, Sunday or a public holiday in Brisbane, Australia or in London, England.
CHES	The Clearing House Electronic Subregister System, which facilitates electronic security transfer in Australia, operated by ASX Settlement Pty Limited ACN 008 504 532.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Court	The Supreme Court of Queensland or any other court of competent jurisdiction under the Corporations Act agreed in writing by Dart and IGas.
CREST	The relevant system (as defined in the CREST Regulations) which enables title to securities to be evidenced and transferred without a written instrument and which is operated by Euroclear.
CREST Regulations	The <i>Uncertificated Securities Regulations 2001</i> (SI 2001 No. 3755) (as amended) and any applicable rules made under those regulations.

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Dart Register	The register of members of Dart maintained by or on behalf of Dart in accordance with the Corporations Act and Dart Registry has a corresponding meaning.
Dart Share	A fully paid ordinary share in the capital of Dart.
Dart Shareholder	Each person who is registered in the Dart Register as the holder of Dart Shares.
Deed Poll	The deed poll to be executed by IGas in favour of the Scheme Shareholders in the form annexed to the Scheme Implementation Agreement, or in such other form as is acceptable to Dart, acting reasonably.
Effective	The time at which the Scheme Order takes effect under section 411(10) of the Corporations Act.
Effective Date	The date on which the Scheme becomes Effective.
End Date	(a) 12 November 2014; or (b) such other date and time agreed in writing by IGas and Dart.
Excluded Shares	Any Dart Share held by IGas or a Related Body Corporate of IGas or any other person, on behalf of or for the benefit of IGas or a Related Body Corporate of IGas.
Foreign Nominee Sale Agent	The nominee or nominees appointed by IGas to hold and sell the New IGas Shares that are to be issued to under clause 5.3(b).
GST	The meaning given to that term in the <i>A New Tax System (Goods & Services Tax) Act 1999</i> (Cth).
IGas	IGas Energy plc.
IGas Register	The register of members maintained by IGas and IGas Registry has a corresponding meaning.
IGas Share	A fully paid ordinary share of 10p in the capital of IGas.
Implementation Date	The fifth Business Day following the Record Date or such other date as ordered by the Court or agreed between IGas and Dart.
Ineligible Foreign Shareholders	A Scheme Shareholder whose Registered Address is in a jurisdiction other than Australia and its external territories, New Zealand, the United Kingdom, Hong Kong, Singapore and any other jurisdictions as may be agreed in writing by Dart and IGas (unless IGas is satisfied that it is permitted to allot and issue New IGas Shares to that Dart Shareholder pursuant to the Scheme by the laws of that place).
New IGas Shares	The IGas Shares to be issued under the Scheme as Scheme Consideration.

Annexure D - Scheme
Continued

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Record Date	7.00 pm on the fifth Business Day following the Effective Date or such other date and time as Dart and IGas agree.
Registered Address	In relation to a Scheme Shareholder, the address shown in the Dart Register on the Record Date.
Related Body Corporate	In relation to a person, a related body corporate of that person under section 50 of the Corporations Act and includes any body corporate that would be a related body corporate if section 48(2) of the Corporations Act was omitted.
Scheme	This scheme of arrangement, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Dart and IGas.
Scheme Booklet	The meaning given to that term in the Scheme Implementation Agreement.
Scheme Consideration	In respect of each Scheme Share held by a Scheme Shareholder, 0.08117 New IGas Shares, subject to the terms of the Scheme.
Scheme Implementation Agreement	The scheme implementation agreement between IGas and Dart dated 9 May 2014.
Scheme Meeting	The meeting to be ordered by the Court to be convened under section 411(1) of the Corporations Act in respect of the Scheme.
Scheme Order	The order of the Court made under section 411(4)(b) of the Corporations Act in respect of the Scheme.
Scheme Share	A Dart Share on issue on the Record Date other than an Excluded Share.
Scheme Shareholder	Each holder of Scheme Shares as at the Record Date.
Scheme Transfer	For each Scheme Shareholder, a proper instrument of transfer of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.
Second Court Date	The first day of the Second Court Hearing or, if the Second Court Hearing is adjourned for any reason, the first day on which the adjourned application is heard.
Second Court Hearing	The hearing of the application made to the Court for the Scheme Order.

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Small Shareholder Sale Facility	A facility to be offered to certain holders of New IGas Shares (whose holdings of Dart Shares are valued at A\$500 or less on the Effective Date), under which they can elect to have their New IGas Shares sold on AIM after the Implementation Date by the Small Shareholder Broker.
Small Shareholder Broker	The broker appointed by IGas to sell New IGas Shares that may participate in the Small Shareholder Sale Facility.

2 Preliminary matters

2.1 Dart

- (a) Dart is a public company registered in Queensland and is a company limited by shares.
- (b) As at the date of the Scheme Implementation Agreement, Dart's issued securities were:
 - (i) 1,108,752,733 Dart Shares; and
 - (ii) 57,168,071 options to subscribe for Dart Shares.
- (c) Dart is admitted to the official list of ASX and Dart Shares are quoted on ASX.

2.2 IGas

- (a) IGas is a public company registered in England and is a company limited by shares.
- (b) IGas Shares are admitted to trading on AIM.
- (c) As at the date of the Scheme Implementation Agreement, IGas' issued securities were:
 - (i) 206,316,001 IGas Shares;
 - (ii) 3,964,060 options to subscribe for IGas Shares; and
 - (iii) 7,500,000 warrants to be issued IGas Shares.

2.3 Summary of the Scheme

If this Scheme becomes Effective, then:

- (a) in consideration of the transfer of the Scheme Shares to IGas, IGas will provide to Scheme Shareholders the Scheme Consideration in accordance with the terms of this Scheme and the Deed Poll;
- (b) Dart, as attorney for each Scheme Shareholder, will transfer all of the Scheme Shares to IGas; and
- (c) Dart will enter the name and address of IGas in the Dart Register as the holder of the Scheme Shares transferred to IGas in accordance with the terms of the Scheme.

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2.4 Scheme Implementation Agreement

IGas and Dart have executed the Scheme Implementation Agreement to enable the Scheme to proceed.

2.5 Deed Poll

IGas has executed the Deed Poll in favour of Scheme Shareholders under which it has covenanted, amongst other things, to perform the obligations to be performed by it under the Scheme.

3 Conditions

3.1 Conditions of Scheme

The Scheme is conditional and will not come into effect unless and until each of the following conditions is satisfied:

- (a) all of the conditions precedent in clause 4.1 of the Scheme Implementation Agreement have been satisfied or, if applicable, waived in accordance with the terms of the Scheme Implementation Agreement;
- (b) the Scheme Implementation Agreement and the Deed Poll are not terminated before 8.00 am on the Second Court Date; and
- (c) such other conditions made or required by the Court under section 411(6) of the Corporations Act as are acceptable to IGas and Dart being satisfied.

3.2 Effect of conditions

The fulfilment of the conditions in clause 3.1 is a condition precedent to the operation of the provisions of clauses 4, 5, 6, 7, 8 and 9.

3.3 Certificate

Dart must provide, and must procure IGas to provide, to the Court on the Second Court Date a certificate authorised by its respective board and signed by at least one of its respective directors (or such other evidence as the Court may request) stating (to the best of its knowledge) whether or not all the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or, if applicable, waived as at 8.00 am on the Second Court Date.

3.4 Conclusive evidence

The giving of a certificate by each of Dart and IGas in accordance with clause 3.3 will, in the absence of manifest error, be conclusive evidence of the matters referred to in the certificate.

3.5 Lapse of Scheme

This Scheme will lapse and be of no further force or effect if:

- (a) the Scheme Implementation Agreement is terminated in accordance with its terms before 8.00 am on the Second Court Date;
- (b) this Scheme does not become Effective by the End Date; or

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- (c) the conditions precedent in **clauses 3.1(a)** (other than the condition precedent in clause 4.1(f) of the Scheme Implementation Agreement) and **3.1(b)** have not been satisfied or, as applicable, waived by 8.00 am on the Second Court Date,

in which event, without limiting any rights under the Scheme Implementation Agreement, Dart and IGas are each released from:

- (d) any further obligation to take steps to implement this Scheme; and
- (e) any liability with respect to this Scheme.

4 Implementation of Scheme

4.1 Lodgement of Court order

Dart must lodge with ASIC an office copy of the Scheme Order in accordance with section 411(10) of the Corporations Act as soon as practicable after the Scheme Order is made and in any event by 5.00 pm on the first Business Day after the Scheme Order is made. The Scheme will become Effective on and from the lodgement of the Scheme Order, unless an earlier date is determined by the Court and specified in the Scheme Order in accordance with section 411(10) of the Corporations Act.

4.2 Transfer of Scheme Shares held by Scheme Shareholders

On the Implementation Date, in consideration of and subject to provision by IGas of the Scheme Consideration in accordance with **clause 5**, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to IGas without the need for any further acts by any Scheme Shareholder (other than acts performed by Dart as attorney and agent for Scheme Shareholders under **clause 7**) by:

- (a) Dart delivering to IGas on the Implementation Date a duly completed Scheme Transfer executed by Dart as attorney for the Scheme Shareholders for execution by IGas; and
- (b) IGas duly executing and delivering the Scheme Transfer to Dart on the Implementation Date.

4.3 Transfer documentation

As soon as practicable after receipt by Dart of the Scheme Transfer duly executed by IGas as transferee pursuant to **clause 4.2(b)**, but in any event on the Implementation Date, Dart must register IGas in the Dart Register as the holder of all of the Scheme Shares.

4.4 Provision of Scheme Consideration

Subject to **clauses 5.3, 5.4 and 5.5**, Dart must procure IGas to provide, or to procure the provision of, the Scheme Consideration to which each Scheme Shareholder is entitled on the Implementation Date in accordance with **clause 5.1(a)**.

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4.5 Beneficial entitlement by IGas

On and from the Implementation Date, IGas will be beneficially entitled to the Scheme Shares (together with all rights and entitlements attached to the Scheme Shares) transferred to it under the Scheme pending registration of IGas in the Dart Register as the holder of those Scheme Shares.

4.6 Enforcement of Deed Poll

Dart undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against IGas on behalf of and as agent for the Scheme Shareholders.

5 Scheme Consideration

5.1 Entitlement to Scheme Consideration

- (a) Subject to this Scheme becoming Effective, in consideration for the transfer to IGas of the Scheme Shares, each Scheme Shareholder will, subject to **clauses 5.3, 5.4 and 5.5**, be entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder at the Record Date.
- (b) The New IGas Shares required to be issued under the Scheme will be validly issued, fully paid, free from any mortgage, charge, lien, encumbrance or other security interest and will, upon their issue, rank equally in all respects with all other IGas Shares then on issue.

5.2 Provision of Scheme Consideration

Subject to **clauses 5.3, 5.4 and 5.5**, the obligation of Dart under **clause 4.4** to provide the Scheme Consideration to which each Scheme Shareholder is entitled will be satisfied by Dart procuring that IGas:

- (a) on or before the Implementation Date, passes a resolution of directors and does all other things necessary to validly issue the New IGas Shares comprising the Scheme Consideration due to that Scheme Shareholder (other than an Ineligible Foreign Shareholder) and enters the name and Registered Address of the Scheme Shareholder in the IGas Register as the holder of the New IGas Shares issued to that Scheme Shareholder;
- (b) on or before the Implementation Date, passes a resolution of directors and does all other things necessary to validly issue to the Foreign Nominee Sale Agent all the New IGas Shares required to be issued to the Foreign Nominee Sale Agent under the Scheme rather than to an Ineligible Foreign Shareholder, and enters the name and registered address of the Foreign Nominee Sale Agent in the IGas Register as the holder of those New IGas Shares; and
- (c) on or as soon as practicable after the Implementation Date, dispatches, or procures the dispatch of, a certificate representing the New IGas Shares issued to that Scheme Shareholder by pre-paid post to the Registered Address of the Scheme Shareholder, unless a Scheme Shareholder has, before 7.00 pm on the Record Date, elected to participate in the Small Shareholder Sale Facility, in which case that

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Scheme Shareholder's New IGas Shares will be provided in uncertificated form directly to the CREST account of the Small Shareholder Broker.

5.3 Ineligible Foreign Shareholders

- (a) The right to receive Scheme Consideration will not be available to an Ineligible Foreign Shareholder.
- (b) The New IGas Shares that, but for **clause 5.3(a)**, would have been issued to an Ineligible Foreign Shareholder will not be issued to the relevant Ineligible Foreign Shareholder but will instead be issued to the Foreign Nominee Sale Agent as nominee for the Ineligible Foreign Shareholder and **clauses 5.3(c) to 5.3(j)** will apply.
- (c) Dart will procure IGas to cause the Foreign Nominee Sale Agent to:
 - (i) as soon as reasonably practicable after the Implementation Date, in consultation with IGas and Dart, sell (or procure the sale of) in the ordinary course of trading on AIM all New IGas Shares issued to the Foreign Nominee Sale Agent under **clause 5.3(b)**;
 - (ii) account to each Ineligible Foreign Shareholder for the net proceeds of sale of the New IGas Shares issued to the Foreign Nominee Sale Agent in respect of that Ineligible Foreign Shareholder (but calculated on an averaged basis so that all Ineligible Foreign Shareholders receive the same price per New IGas Share after deduction of any applicable brokerage, taxes and charges), at the Ineligible Foreign Shareholder's risk and in full satisfaction of the Ineligible Foreign Shareholder's rights under the Scheme; and
 - (iii) remit to the Ineligible Foreign Shareholder in accordance with **clauses 5.3(d) and 5.3(e)** the net proceeds of sale in respect of the Ineligible Foreign Shareholder's entitlement under this **clause 5.3**.
- (d) The net proceeds of sale to be remitted to an Ineligible Foreign Shareholder under **clause 5.3(c)(iii)** shall be remitted in Australian dollars or, if IGas and Dart agree, in GBP (£) or the local currency of the country in which the relevant Ineligible Foreign Shareholder's Registered Address appeared on the Dart Register. The Foreign Nominee Sale Agent is authorised to effect any conversion of the net proceeds of sale in such manner as it deems appropriate (acting reasonably) and to deduct any costs, charges or expenses associated with such conversion from the amount paid to the relevant Ineligible Foreign Shareholder.
- (e) Dart will procure IGas to cause the Foreign Nominee Sale Agent to pay or procure payments to be remitted to Ineligible Foreign Shareholders under **clause 5.3(c)(iii)** by:
 - (i) where an Ineligible Foreign Shareholder has, before 7.00pm on the Record Date, made an election in accordance with the requirements of Dart's share registrar to receive dividend payments from Dart by electronic funds transfer to an account

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nominated by the Ineligible Foreign Shareholder, paying or procuring the payment of the relevant amount by electronic funds transfer in a manner consistent with that election; or

- (ii) otherwise, dispatching payment by cheque by mail to the Ineligible Foreign Shareholder's Registered Address.
- (f) Any cash amount payable to an Ineligible Foreign Shareholder by the Foreign Nominee Sale Agent will be rounded down to the nearest whole cent (or foreign equivalent, if applicable).
- (g) Any interest earned on the proceeds of sale of any New IGas Shares following sale by the Foreign Nominee Sale Agent will be paid to and retained by IGas.
- (h) None of IGas, Dart or the Foreign Nominee Sale Agent gives any assurance as to the price that will be achieved for the sale of New IGas Shares by the Foreign Nominee Sale Agent.
- (i) Any amount payable to an Ineligible Foreign Shareholder will be reduced by the amount of any withholding or other tax which Dart or IGas believes, based on professional advice, is required by any taxation or other law to be withheld in respect of such amount and payment of such amount to the relevant taxation or other authority within any required statutory period will fully and finally discharge Dart's and IGas's obligations in respect of such amount (although Dart must procure IGas on request, or if required by law, to provide a receipt or other evidence of such payment to each affected Ineligible Foreign Shareholder).
- (j) Each Ineligible Foreign Shareholder appoints Dart as its agent to receive on its behalf any financial services guide or any other notice which may be given to that Ineligible Foreign Shareholder.

5.4 Fractional entitlements

If a fractional entitlement to a New IGas Share arises from the calculation of the Scheme Consideration payable to a Scheme Shareholder in respect of its Scheme Shares, the fractional entitlement to a New IGas Share will be rounded to the nearest whole number and will be rounded up if the fractional entitlement is one half.

5.5 Shareholding splitting or division

If Dart and IGas are of the opinion (acting reasonably) that a Dart Shareholder has been a party to a shareholding splitting or division in an attempt to gain an advantage by reference to the rounding provided for in the calculation of each Scheme Shareholder's entitlement to the Scheme Consideration, then Dart and IGas reserve the right to round the entitlement of such holdings so as to provide only the number of New IGas Shares that would have been received but for the splitting or division.

5.6 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any certificates for New IGas Shares to be issued to Scheme Shareholders will be issued in the names of the joint holders; and

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- (b) any cheque required to be paid to Scheme Shareholders will be payable to the joint holders,

and will be forwarded to the holder whose name appears first in the Dart Register as at the Record Date.

6 Admission to trading on AIM

Dart will procure IGas to use its best endeavours to procure that the New IGas Shares to be issued pursuant to the Scheme are admitted to trading on AIM and that trading in the New IGas Shares commences by the first Business Day after the Implementation Date.

7 Scheme Shareholders

7.1 Appointment of IGas as sole proxy

From the Effective Date until Dart registers IGas as the holder of all the Scheme Shares in the Dart Register, each Scheme Shareholder:

- (a) appoints (and is deemed to have irrevocably appointed) IGas as its attorney and agent (and directed IGas in such capacity) to appoint such officer or agent nominated by IGas to be its sole proxy and, where applicable, corporate representative, to attend shareholders' meetings of Dart, exercise the votes attaching to Scheme Shares registered in its name and sign any shareholders' resolution, whether in person, by proxy or by corporate representative, and no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than in accordance with this clause 7.1(a)); and
- (b) must take all other actions in the capacity of the registered holder of Scheme Shares as IGas directs.

7.2 Appointment of Dart as sole attorney and agent

Each Scheme Shareholder, without the need for any further act, irrevocably appoints Dart and each of the directors and officers of Dart, jointly and severally, as the Scheme Shareholder's attorney and agent for the purpose of executing any document necessary or expedient to give effect to the Scheme (including executing a Scheme Transfer and any instrument appointing IGas as sole proxy for or, where applicable, corporate representative of each Scheme Shareholder as contemplated by clause 7.1) or doing any other act necessary or desirable to give full effect to the Scheme and the transactions contemplated by it.

7.3 Scheme Shareholders' consent

Each Scheme Shareholder:

- (a) consents to Dart doing all things and executing all deeds, instruments, transfers or other documents as may be necessary, incidental or expedient to the implementation and performance of the Scheme and

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Dart, as agent of each Scheme Shareholder, may sub-delegate its functions under this clause 7.3 to any of its directors and officers, severally;

- (b) agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares to IGas, in accordance with the Scheme; and
- (c) agrees to become a holder of any New IGas Shares to which they become entitled under the Scheme and a member of IGas, and to be bound by the Articles of Association of IGas (as amended from time to time), and that its holdings of the New IGas Shares will be registered with the same name and Registered Address as its holding of the Scheme Shares.

7.4 Warranties by Scheme Shareholders

Each Scheme Shareholder is deemed to have warranted to Dart, in its own right and for the benefit of IGas, that:

- (a) all of the Scheme Shares registered in the name of that Scheme Shareholder on the Record Date (including any rights and entitlements attaching to those shares) which are transferred to IGas under the Scheme will be transferred to IGas free from all mortgages, pledges, charges, liens, encumbrances and security interests and other interests of third parties of any kind, whether legal or otherwise (but acknowledging that a security interest holder may potentially have an interest in the Scheme Consideration in accordance with the terms of such security interest); and
- (b) the Scheme Shareholder has full power and capacity to sell and transfer those Scheme Shares (including any rights and entitlements attaching to those shares) to IGas under the Scheme.

8 Dealings in Dart Shares

8.1 Determination of Scheme Shareholders

- (a) For the purpose of establishing the persons who are the Scheme Shareholders, dealings in Scheme Shares will only be recognised if:
 - (i) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Dart Register as the holder of the relevant Scheme Shares on the Record Date; and
 - (ii) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received at or before the Record Date at the place where the Dart Register is kept.
- (b) Dart must register registrable transmission applications or transfers of the kind referred to in clause 8.1(a)(ii) by the Record Date.

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- (c) Dart will not accept for registration or recognise for any purpose any transmission applications or transfers in respect of Scheme Shares received after the Record Date, other than a transfer to IGas in accordance with the Scheme and any subsequent transfer by IGas, or its successors in title.
- (d) If the Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport to agree to dispose of any Scheme Shares or any interest in them after the Effective Date and any such disposal will be void and of no legal effect whatsoever.

8.2 Maintenance of Dart Register

- (a) For the purpose of determining entitlements to the Scheme Consideration, Dart will, until the Scheme Consideration has been provided, maintain the Dart Register in accordance with the provisions of this clause 8. The Dart Register in this form will solely determine entitlements to the Scheme Consideration.
- (b) All certificates and holding statements for Scheme Shares (other than holding statements in favour of IGas and its successors in title after the Implementation Date) will cease to have any effect from the Record Date as documents of title in respect of those Scheme Shares. Subject to provision of the Scheme Consideration by IGas and registration of the transfer to IGas of the Scheme Shares contemplated by clause 4.2, after the Record Date, each entry current at that date on the Dart Register relating to Scheme Shares will cease to be of any effect other than as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.

8.3 Information to be made available to IGas

Dart will procure that, as soon as reasonably practicable after the Record Date, details of the names, Registered Addresses and holdings of Scheme Shares of every Scheme Shareholder as shown in the Dart Register as at the Record Date are made available to IGas in such form as IGas reasonably requires.

9 Quotation of Dart Shares

- (a) Dart will apply to ASX to suspend trading on ASX in Dart Shares from the close of trading on the Effective Date.
- (b) Dart will apply to ASX for termination of the official quotation of Dart Shares on ASX and removal of Dart from the official list of ASX with effect from the Business Day after the Implementation Date, or such other date prescribed by ASX, provided that all transfers of the Scheme Shares to IGas have been duly registered by Dart in accordance with the Scheme.

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10 Notices

10.1 General

Any notice, transfer, transmission, application, direction, demand, consent or other communication (**Notice**) given or made under this document must be in writing in English and signed by the sender or a person duly authorised by the sender.

10.2 Communications by post

Subject to **clause 10.3**, where a Notice referred to in this document is sent by post to Dart, it will not be deemed to have been received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at Dart's registered office or at the Dart Registry.

10.3 After hours communications

If a Notice is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

11 General

11.1 Dart and Scheme Shareholders bound

The Scheme binds Dart and all Scheme Shareholders (including Scheme Shareholders who do not attend the Scheme Meeting, do not vote at that meeting or vote against the Scheme) and will, for all purposes, to the extent of any inconsistencies and permitted by law, have effect notwithstanding any provision in the constitution of Dart.

11.2 Further assurances

Subject to **clause 11.3**, Dart will execute all documents and do all acts and things (on its own behalf and on behalf of each Scheme Shareholder) necessary or desirable for the implementation of, and performance of its obligations under, the Scheme.

11.3 Alterations and conditions

Dart may, with the written consent of IGas, by its counsel, consent on behalf of all Scheme Shareholders to any modifications or conditions which the Court thinks fit to impose, provided that in no circumstances will Dart be obliged to do so.

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11.4 GST

Dart must pay to the Scheme Shareholders an amount equal to any GST for which the Scheme Shareholders are liable on any supply by the Scheme Shareholders under or in connection with the Scheme, without deduction or set off of any other amount.

11.5 Costs

Any costs, and any stamp duty and any related fines, interest or penalties, which are payable on or in respect of this document or on any document referred to in this document will be paid as provided for in the Scheme Implementation Agreement. For the avoidance of doubt, the Scheme Shareholders do not have to pay any stamp duty, related fines, interest or penalties which are payable on or in respect of this document or any document referred to in this document.

11.6 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.7 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) 'includes' means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (e) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (f) a reference to:
 - (i) a holder includes a joint holder;
 - (ii) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (iii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iv) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

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- (v) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (vi) a right includes a benefit, remedy, discretion or power;
- (vii) time is to local time in Brisbane, Australia;
- (viii) '\$' or 'dollars' is a reference to Australian currency;
- (ix) 'GBP' or '£' is a reference to the lawful currency of the United Kingdom;
- (x) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
- (xii) this document includes all schedules and annexures to it; and
- (xiii) a clause, party, schedule, exhibit or annexure is a reference to a clause, party, schedule, exhibit or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

11.8 Headings

Headings do not affect the interpretation of this document.