

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**To Company Name/Scheme **Greenvale Energy Limited**ACN/ARSN **54 000 743 555****1. Details of substantial holder (1)**Name **OB Capital Limited**ACN/ARSN (if applicable) **Company Number: 078785**The holder became a substantial holder on **2/2/2016****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)
<b>Ordinary Shares</b>	<b>9,242,180</b>	<b>9,242,180</b>	<b>9.9%</b>

**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
<b>OB Capital Limited</b>	<b>Substantial holder - shareholding acquired by way of off-market transfer from Q Supa Pty Ltd, LQ Super Pty Ltd, Louise A. Quinn - refer attached agreement.</b>	<b>9,242,180 ordinary class shares</b>

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
<b>Phillip Shamieh</b>	<b>OB Capital Limited</b>	<b>OB Capital Limited - legal and beneficial holder</b>	<b>9,242,180 ordinary class shares</b>

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
<b>Phillip Shamieh</b>	<b>2 February 2016</b>	<b>Cash</b>	<b>9,242,180 ordinary class shares</b>

**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
None	

**7. Addresses**

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

Name	Address
Phillip Shamieh	Suite 202, 2 <sup>nd</sup> Floor Eden Plaza, Eden Island MAHE SEYCHELLES

**Signature**

print name **Phillip Shamieh** capacity **Director**

sign here  date **5 / 3 / 2016**

**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, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

# Share Purchase Agreement

**OB Capital Limited**

**QSUPA Pty Ltd A.C.N. 092 530 599 as  
trustee for the QSUPA Superfund Trust.**

**LQ Super Pty Ltd A.C.N. 126 054 957 as  
trustee for the LQ Superfund Trust.**



*as LHD.*  
**Louise Anne Quinn**



## Agreement

23 | December | 2015

**Parties** **QSUPA Pty Ltd**, a company incorporated in Australia under the Corporations Act 2001, with ACN 092 530 599, in its own capacity and as trustee of the QSUPA Superfund Trust, and whose registered address is 20 Tristania Drive, Bardon, Queensland, Australia (**QSUPA**)

**LQ Super Pty Ltd**, a company incorporated in Australia under the Corporations Act 2001, with ACN 126 054 957, in its own capacity and as trustee of the LQ Superfund Trust, and whose registered address is 24 Daintree Street, Paddington, Queensland, Australia (**LQ Super**)

**Louise Anne Quinn**, an individual, whose address is 24 Daintree Street, Paddington, Queensland, Australia (**Ms Quinn**)

**OB Capital Limited** a company incorporated in the Republic of Seychelles under the International Business Companies Act 1994, with Company Number 078785 and whose registered address is Suite 202, 2<sup>nd</sup> Floor Eden Plaza, Eden Island, Mahe, Seychelles (**Purchaser**)

**Lawler Partners Pty Limited** a company incorporated in Australia under the Corporations Act 2001, with ACN 147 575 095 and whose registered address is Level 8, No.1 O'Connell Street, Sydney NSW 2000, Sydney, Australia (**Escrow Agent**)

## Introduction

- A QSUPA is the legal and beneficial owner of the QSUPA Shares.
- B LQ Super is the legal and beneficial owner of the LQ Super Shares.
- C Ms Quinn is the legal and beneficial owner of the Ms Quinn Shares.
- D The Purchaser desires to purchase and the Vendors desire to sell the Shares to the Purchaser for the Consideration and upon the terms and conditions contained in this Agreement.
- E The parties have previously entered into a written agreement with respect to the sale of shares in the Company. This Agreement supersedes and replaces all prior agreements between the parties.

## It is Agreed

### 1 Definitions and Interpretation

#### 1.1 Definitions

The meanings of the terms used in this agreement are set out below.

**Allied Contract** means the Share Purchase Agreement entered into (on or about the date of this Agreement) between Allied Resources Holdings Limited and Pitt Street Absolute return Fund Pty Ltd to purchase 9,242,180 Ordinary Shares in the Company.

**ASIC** means the Australian Securities and Investments Commission.

**Business Day** means a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.

**Claim** means in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

**Company** means **Greenvale Energy NL (ASX:GRV)**.

**Completion** means completion of the sale and purchase of the Shares pursuant to this Agreement.

**Completion Date** means the date that is **fourteen (14) days** after satisfaction or waiver of the Conditions Precedent.

**Conditions Precedent** means the conditions precedent set forth in clause 3 of this Agreement.

**Consideration** means the purchase by the Purchaser of the Shares at a purchase price of \$0.03 per Share being a total of **\$277,415.40**

**Constitution** means the constitution of the Company.

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

**Duty** means any stamp, transaction or registration duty or similar charge levied, imposed, assessed or collected under any legislation or by any Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed in respect of the above.

**Encumbrance** means an interest or power:-

- (a) reserved in or over an interest in any asset including any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create any of the above.

**LQ Super Shares** means **1,281,904** Ordinary Shares in the Company.

**Ms Quinn Shares** means **714,496** Ordinary Shares in the Company.

**Pitt Street Contract** means the Share Purchase Agreement entered into between the Purchaser and Pitt Street Absolute Return Fund Pty Limited A.C.N. 141 150 254 to purchase 9,242,180 Ordinary Shares in the Company.

**QSUPA Shares** means **7,250,780** Ordinary Shares in the Company.

**Shares** means all of the QSUPA Shares, LQ Super Shares, and Ms Quinn Shares.

**Vendors** means together, QSUPA, LQ Super, and Ms Quinn.

## **1.2**

### **Interpretation**

In this agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (h) Any reference to any of the parties by their defined terms includes that party's executors, administrators or permitted assigns or, being a company, its successors or permitted assigns;
- (i) A reference to law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).
- (j) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (k) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (l) If an act prescribed under this agreement to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day.
- (m) A reference to time is a reference to Sydney time.
- (n) A reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them.
- (o) A reference to \$ is to Australian currency unless denominated otherwise.
- (p) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually.
- (q) An agreement, warranty, representation, undertaking, or obligation by two or more persons binds or benefits those persons jointly and severally and each of them individually.

- (r) A group of persons or things is a reference to any two or more of them jointly and to each of them individually.

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## **2 Purchase of Shares**

### **2.1 Shares**

On the Completion Date the Vendors must sell, and the Purchaser must buy, the Shares for the Consideration free and clear of all Encumbrances.

### **2.2 Associated Rights**

The Vendors must sell the Shares to the Purchaser together with all rights attached to them as at Completion.

### **2.3 Consideration**

The consideration for the sale of the Shares is the payment by the Purchaser of the Consideration.

### **2.4 Title and risk**

Title to and risk in the Shares passes to the Purchaser on Completion.

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## **3 Escrow Account**

The Purchaser and the Vendors have agreed to establish an escrow account (**Escrow Account**) with the Escrow Agent upon the following terms and conditions:

- (a) Within seven (7) business days of the Purchaser notifying the Vendors of its satisfaction or waiver of the Conditions Precedent, the Purchaser shall deposit funds by wire transfer into the trust account of the Escrow Agent in an amount equal to the Consideration.
- (b) Within seven (7) business days of the Purchaser notifying the Vendors of its satisfaction or waiver of the Conditions Precedent, the Vendors shall deposit into the Escrow Account Share Certificate(s) for the Shares accompanied by duly executed Share Transfer Forms with the respective Vendor's signature thereon together with any other documents required by any applicable law, rule or regulation to legally effect the transfer of the Shares from the Vendors to the Purchaser (**Shares Certificates and Documents** respectively).
- (c) A failure of a party to comply with its obligations pursuant to clauses (a) or (b) above will amount to a breach of an essential term of this Agreement and in those circumstances the non-defaulting party may make an election to either, by notice in writing:
  - (i) terminate this Agreement and sue for damages; or
  - (ii) affirm this Agreement and sue for damages and/or specific performance.

For the avoidance of doubt, a default by one Vendor will be deemed to be a default by all Vendor.

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## 4 Conditions Precedent

This Agreement is subject to and conditional upon the following conditions being satisfied to the satisfaction of the Purchaser. not later than **30 December 2015**:

- (a) A meeting of the directors of the Company is convened and that the Company approves (subject to Completion occurring):
  - (i) the resignation of **Stephen Baird** as a director of the Company;
  - (ii) the appointment of **Justin Michael Dibb** and **Phillip Said Shamieh** as directors of the Company (provided that a consent to act and notification of interest signed by Mr Dibb and Mr Shamieh has been delivered to the Vendors); and
- (b) The Purchaser being satisfied, in its sole and absolute discretion, with its due diligence enquires.

Each of the above Conditions Precedent may be waived by the Purchaser at its absolute discretion.

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## 5 Collateral Agreement

- (a) This Agreement is conditional upon the satisfactory completion of both the Allied Contract and the Pitt Street Contract being effected contemporaneously with or prior to the completion of this Agreement.
- (b) If completion of either or both of the Allied Contract or the Pitt Street Contract is delayed, then the Purchaser may elect to extend the Completion Date by a period of thirty (30) days.
- (c) This clause 5 has been inserted for the sole benefit of the Purchaser who may elect to waive the benefit of all or any part of this clause at any time.

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## 6 Restricted Conduct

- (a) The Purchaser must ensure that, in respect of the period between execution of this Agreement and the earlier of Completion and termination of this Agreement, the Purchaser must not engage in the buying and selling of any other shares in the Company save for the Shares being sold pursuant to this Agreement.
- (b) The Vendors will be restrained from disposing or otherwise dealing with any other shares that it owns in the Company until 1 July 2016.



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**7****Completion**

- (a) Subject to and conditional upon the Conditions Precedent outlined in clause 4 above being satisfied or waived by the Purchaser, the Escrow Agent shall:-
- (i) deliver the Consideration to the Vendors as the follows:
- |          |   |              |
|----------|---|--------------|
| QSUPA    | - | \$217,523.39 |
| LQ Super | - | \$38,457.13  |
| Ms Quinn | - | \$21,434.88  |
- (ii) deliver the Share Certificates and Documents to the Purchaser.
- (b) Immediately following Completion the Purchaser and Vendors must procure and lodge the relevant ASIC forms to reflect the actions taken under this Agreement.
- (c) From Completion until the Shares are registered in the name of the Purchaser, the Vendors:-
- (i) appoint the Purchaser as the sole proxy of such of the Shares to attend ordinary meetings and exercise the votes attaching to the Shares;
- (ii) must not attend and must not vote at any meetings of ordinary shareholders; and
- (iii) must take all other actions in the capacity of a registered holder of the Shares as the Purchaser reasonably directs.

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**8****Warranties and acknowledgements**

- (a) The Purchaser represents and warrants to the Vendors that, as at the date of signing of this Agreement and Completion that:
- (i) it is validly incorporated and subsisting under the laws of the Seychelles;
- (ii) it is not suffering from or subject to an Insolvency Event;
- (iii) the execution and delivery of this Agreement has been duly and validly authorised by all necessary corporate action on behalf of the Purchaser;
- (iv) it has corporate power and lawful authority to execute and deliver this Agreement and to observe and perform or cause to be observed and performed all of its obligations in and under this Agreement;
- (v) this Agreement does not conflict with or constitute or result in a material breach of or default under any agreement, writ, order, injunction, judgment, law, rule or regulation to which the Purchaser is a party or is

subject or by which the Purchaser is bound in a manner which may materially and adversely affect the rights and interests of the Vendors under this Agreement; and

- (vi) this Agreement constitutes a legal, valid and binding obligation of the Purchaser which, subject only to the discretion of the courts not to grant relief by way of injunction, specific performance or declaration, laws relating to creditors rights generally and to stamping and registration requirements, is enforceable in accordance with its terms.
- (b) The Vendors jointly and severally represent and warrant to the Purchaser that, as at the date of signing this Agreement and Completion that:
- (i) QSUPA and LQ Super are validly incorporated and subsisting under the laws of Australia;
  - (ii) the Vendors are not suffering from or subject to an Insolvency Event;
  - (iii) the execution and delivery of this Agreement has been duly and validly authorised by all necessary corporate action on behalf of the Vendors;
  - (iv) they have corporate power and lawful authority to execute and deliver this Agreement and to observe and perform or cause to be observed and performed all of its obligations in and under this Agreement;
  - (v) this Agreement does not conflict with or constitute or result in a material breach of or default under any agreement, writ, order, injunction, judgment, law, rule or regulation to which the Vendors are a party or is subject or by which the Vendors are bound in a manner which may materially and adversely affect the rights and interests of the Purchaser under this Agreement;
  - (vi) this Agreement constitutes a legal, valid and binding obligations of the Vendors which, subject only to the discretion of the courts not to grant relief by way of injunction, specific performance or declaration, laws relating to creditors rights generally and to stamping and registration requirements, is enforceable in accordance with its terms;
  - (vii) the Vendors have full right, power and authority to sell, assign and transfer the Shares to the Purchaser in accordance with this Agreement; and
  - (viii) the Shares are free of all Encumbrances.
- (c) Each Vendor Warranty will remain in full force and effect after Completion and any claim for a breach of a Vendor Warranty is not limited to breaches identified prior to Completion.
- (d) The Vendors acknowledge that the Purchaser has entered into this Agreement in reliance on the Warranties.

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## 9 Escrow Agent

The Escrow Agent must:

- (a) hold the Consideration (or any balance thereof from time to time) and any interest accrued on the Consideration and the Shares Certificates and Documents on trust for the Purchaser and the Vendors respectively until the Escrow Expiry Date;
- (b) the Escrow Agent must within 2 Business Days of the Conditions Precedent being satisfied or receipt of notice from the Purchaser that the Conditions Precedent have been waived transfer the Consideration to a bank account nominated in writing to the Vendors and send by registered mail the Shares Certificates and Documents to an address nominated in writing by the Purchaser; and
- (c) if the Conditions Precedent have not been satisfied or waived by the Purchaser by 30 December 2015 (**Escrow Expiry Date**) then this Agreement will be at an end and the Escrow Agent will transfer the Consideration to a bank account nominated in writing to the Purchaser and send by registered mail the Shares Certificates and Documents to a address nominated in writing by the Vendors.

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## **10 Indemnity**

The Vendors and the Purchaser jointly and severally indemnify the Escrow Agent for all claims, costs, expenses, liabilities and losses incurred by the Escrow Agent in accepting its appointment, and properly performing its duties, under this Agreement.

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## **11 Limitations on liability of the Escrow Agent**

- (a) The duties of the Escrow Agent are only as specifically provided in this Agreement and it will not be liable for any error of judgment, or any act done or omitted to be done except for its own negligence or misconduct.
- (b) The Escrow Agent's determination as to whether an event or condition has occurred, or has been met or satisfied, or as to whether a provision of this Agreement has been complied with, or as to whether sufficient evidence of the event or condition or compliance with the provision has been furnished to it, will not subject it to any claim, liability or obligation, even if it is found that such determination was improper or incorrect, unless the Escrow Agent was negligent or guilty of misconduct in making such determination.
- (c) The Escrow Agent may rely, and will be protected in acting or refraining from acting, upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained in it. In particular, the Escrow Agent is not required to verify the matters referred to in, or the validity of, any written direction in accordance with this Agreement received from the Purchaser or the Purchaser and Vendors jointly.

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## **12 Escrow Agent Fees**

The Escrow Agent shall be entitled to a fee of AUD \$500.00

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## **13 General Provisions**

### **13.1 Further assurance**

Other than as set out in this document, each party must, at its own cost from time to time, do all things (including executing all documents) necessary to give full effect to this Agreement.

### **13.2 Entire understanding**

This Agreement:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

### **13.3 Variation**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

### **13.4 Waiver**

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

### **13.5 Costs and outlays**

- (a) Each party must bear its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.
- (b) The Purchaser must pay any stamp duty in connection with this Agreement.

### **13.6 Assignment**

This Agreement is not assignable by the Vendors, the Purchaser or the Escrow Agent without the prior written consent of each of the other parties.

### **13.7 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of New South Wales. All the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales to support and assist any arbitration process pursuant to this Agreement, including if necessary the grant of interlocutory relief pending the outcome of that process.

### **13.8 Notices**

A notice or other communication connected with this Agreement (**Notice**) has no legal effect unless it is in writing.



A party may change its address for service, facsimile number or electronic mail address by giving Notice of that change to each other party. The facsimile number and electronic mail address of the parties are:

Name: QSUPA Pty Ltd A.C.N. 092 530 599  
Attn: Fletcher Christeson Quinn  
Fax no: n/a  
Email: fletcher.c.quinn@gmail.com

Name: LQ Super Pty Ltd A.C.N. 126 054 957  
Attn: Fletcher Christeson Quinn  
Fax no: n/a  
Email: fletcher.c.quinn@gmail.com

Name: Louise ~~Anne~~ Quinn  
Attn: c/-Fletcher Christeson Quinn  
Fax no: n/a  
Email: fletcher.c.quinn@gmail.com

Name: OB Capital Limited  
Attn: Phillip Shamieh  
Fax no: +971 043 904 224  
Email: phillip.shamieh@incipientcapitalgroup.com

Name: Lawler Partners Pty Limited  
Attn: Vince Fayad  
Fax no: +6128346 6099  
Email: VFayad@pkf.com.au

### **13.9 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts transmitted by fax shall be effective as originals.

### **13.10 Electronic Communication (Email)**

The parties consent to the formation of this Agreement and the giving of Notices under this Agreement by electronic communication (email) pursuant to the provisions of the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions Act 2000 (NSW) and the Electronic Transactions (Queensland) Act 2001 and the Electronic Transactions (Victoria) Act 2000 and the Electronic Transactions Act 2000 (SA) and the Electronic Transactions Act 2000 (TAS), and the Electronic Transactions Act 2003 (WA).

### **13.11 Confidentiality**

The parties must not disclose the provisions of this Agreement or any matters relating to this Agreement to any person except as agreed in writing or required by law or to the extent that the provision or matter has entered the public domain.

### **13.12 Time**

Time is of the essence with respect to the rights and obligations pursuant to this Agreement.

### **13.13 Resolution of Disputes**

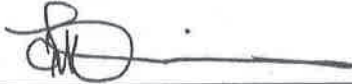
The Vendors and the Purchaser must attempt in good faith to resolve any disputes which may arise between them in connection with this Agreement.

### **13.13 Prior Agreements**

This Agreement contains the entire terms of its subject matter between the parties and supersedes and replaces all prior negotiations agreements arrangements or understandings between the parties whether written or oral, express, or implied, all of which will be deemed to have been rescinded by mutual agreement of the parties.

**Executed** as an agreement

Executed by **QSUPA Pty Ltd A.C.N. 092 530 599**  
in accordance with Section 127 of  
the *Corporations Act 2001*;



Director and Secretary

**Fletcher Christeson Quinn**

Name of Director  
(BLOCK LETTERS)

  
Witness  
Name of Witness

(BLOCK LETTERS)


Executed by **LQ Super Pty Ltd A.C.N. 126 054 957**  
in accordance with Section 127 of the  
*Corporations Act 2001*;



Director and Secretary

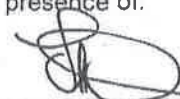
**Fletcher Christeson Quinn**

Name of Director  
(BLOCK LETTERS)


  
Witness  
Name of Witness

(BLOCK LETTERS)

Signed by **Louise Anne Quinn** in the  
presence of:



Signature of witness

  
Name of witness (BLOCK LETTERS)  
Address of witness

Borden Brisbane 4065

  
Louise Anne Quinn  
ANAS NMB

Executed by **Lawler Partners Pty Limited A.C.N**  
147 575 095 in accordance with Section 127 of  
the *Corporations Act 2001*:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)


\_\_\_\_\_  
Name of Witness  
(BLOCK LETTERS)

Executed by **OB Capital Limited**

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
**Phillip Shamieh**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Name of Witness  
(BLOCK LETTERS)