



ASX ANNOUNCEMENT

5 September 2016

Despatch of Share Purchase Plan Offer Booklet

On 29 August 2016, Marmota Energy Limited (ASX:MEU) announced its intention to offer a Share Purchase Plan to eligible shareholders. In accordance with Listing Rule 3.17, attached are copies of the Chairman's Letter and Share Purchase Plan Offer Booklet (including Application Form) as despatched to shareholders today.

For further information, please contact:

Marmota Energy Limited

David Williams Managing Director

Email: info@marmotaenergy.com.au

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About Marmota Energy Limited

Marmota Energy Limited (ASX: MEU) is a South Australian mining exploration company, focused on gold, copper and uranium. Gold exploration is centred on the Company's dominant tenement holding in the highly prospective and significantly underexplored Gawler Craton, near the Challenger gold mine, in the Woomera Prohibited Defence Area. The Company's cornerstone copper project is based at the Melton project on the Yorke Peninsula. The Company's largest uranium project is at Junction Dam adjacent to the Honeymoon mine.

For more information, please visit: www.marmotaenergy.com.au



5 September 2016

Dear Fellow Shareholder

Share Purchase Plan

An invitation to partake in Marmota 2.0

We have been busy – very busy – working on Marmota 2.0.

Last year, we introduced a new re-energised Board, and slashed expenditure on administration. Expenditure on admin has **halved**¹. Money is targeted into exploration (not admin). We are doing more, and spending less.

In 2016, we now also have:

- **An all new Exploration team**
As of March 2016, we have changed our entire internal exploration team. The new team is headed up by Dr Kevin Wills who designed the programs that led to the discovery of the Challenger gold mine.
- **New Tenements around the Challenger Gold mine**
Through a series of judicious acquisitions, Marmota has significantly expanded its dominant tenement holding around the Challenger Gold mine. Our ground is significantly unexplored with enormous potential.
- **New cornerstone investors** – from Australia and the USA
- **A multi-commodity focus ... and a new name coming**
In June, Marmota produced its first Exploration Target for our Champion Copper Prospect on the Yorke Peninsula reported in accordance with the JORC Code (2012). The next drilling program at Champion has already been designed, and that program is expected to bring about Marmota's first copper resource reported in accordance with the JORC Code (2012). At the forthcoming AGM, subject to shareholder approval, we will tweak our name to reflect our multi-commodity exposure: "Marmota Energy Ltd" will be renamed "Marmota Ltd" reflecting the company's substantial exposure to: gold, copper and uranium.

¹ 2016 Financial year compared to 2015 Financial Year.

- **We are re-booting our Gold exploration program**

Under the direction of Dr Wills, Marmota is re-booting our gold exploration program around the Challenger gold mine. The Challenger mine has already produced over one million ounces of gold (*i.e.* over A\$1.7 billion at current prices).

We are implementing a new 'taskforce' approach to provide a focused and systematic approach to our gold exploration.

Marmota now already has multiple targets of interest, and as we work through our existing and newly-acquired tenements, the pool gets richer and more interesting.

As part of that new program, drilling will start *this week* at our 100% owned Aurora Tank gold prospect.

Share Purchase Plan (SPP)

TODAY, we are offering eligible fellow ordinary shareholders the opportunity to purchase shares at a discounted price of 1.5c per share, which is a 17% discount to the closing share price on the day before the SPP was announced (without any brokerage or transactions costs). Eligible shareholders can apply for \$1000, \$2500, \$5000, \$7500, \$10000, up to a maximum of \$15000 of Marmota shares (**all subject to scale-back**).

Please note: The SPP is intended to raise \$300,000 (subject to discretion). This is a small amount and thus eligible offers **may be scaled back**.

Please note that in the event that the offer is oversubscribed, **the director's reserve the right to SCALE BACK all offers**. Please do take this into account. Please do carefully read the attached booklet which provides the detailed terms and conditions.

I feel very confident that exciting times lie ahead, and most warmly invite you to share in Marmota's new future.



Dr Colin Rose
Chairman
Marmota Energy Limited

Important Information

The offer of New Shares under the SPP is made in accordance with ASIC Class Order 09/425 which grants relief from the requirement to issue a disclosure document for the SPP. The attached booklet contains further information about the SPP. The Board recommends you read the booklet carefully. Please note that the booklet does not provide financial advice and has been prepared without taking account of any person's investment objectives, financial situation or particular needs.

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

SPP Terms and Conditions



Share Purchase Plan Booklet Marmota Energy Limited

ACN 119 270 816

These materials do not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or to, or for the account of "U.S. persons" (as defined in Regulation S under the U.S Securities Act of 1933, as amended ("**U.S. Securities Act**")) (**U.S Persons**). These materials have been prepared for publication in Australia and New Zealand only and may not be sent or disseminated in, distributed or released, directly or indirectly, in the United States or to any U.S. Person in any place, or elsewhere. The New Shares have not been, and will not be, registered under the U.S. Securities Act or under the securities laws of any state or other jurisdiction of the United States, and may not be offered, sold or otherwise transferred in the United States or to, or for the account of any US Person except in compliance with the registration requirements of the U.S. Securities Act and any other applicable state securities laws or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and applicable state securities laws. The New Shares may only be offered and sold outside the United States in "offshore transactions" (as defined in Regulation S under the U.S. Securities Act) in compliance with the U.S. Securities Act and laws of the jurisdiction in which the New Shares are offered and sold

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

SPP Terms and Conditions

1.	What is the Share Purchase Plan (“SPP”)?	Under the SPP, Eligible Shareholders have an opportunity to apply to purchase up to A\$15,000 worth of New Shares at an issue price of A\$0.015 per New Share.	
2.	Am I an Eligible Shareholder?	<p>You are an eligible shareholder (“Eligible Shareholder”) if you are a holder of Shares on the Record Date, being 7.00pm (AEST) on 26 August 2016 and have a registered address in Australia or New Zealand. If you hold Shares on behalf of persons who reside outside Australia or New Zealand, or are in the United States, are a U.S. Person, or a person acting on the account of a U.S. Person, you are not an eligible shareholder and are not entitled to participate in the Share Purchase Plan.</p> <p>If you are a joint holder of Shares or have multiple holdings of Shares, please refer to clause 2 in the "Other Terms and Conditions" section of this Booklet for further information.</p> <p>If you are a custodian or nominee, please refer to clause 3 in the "Other Terms and Conditions" section of this Booklet for information on eligibility for custodian and nominee shareholders.</p>	
3.	What are the key dates of the Share Purchase Plan?	Record Date	7pm (AEST) on 26 August 2016
		Offer opens	5 September 2016
		Offer closes	5pm (AEST) on 16 September 2016
		Allocation announcement and Scale-back (if any)	23 September 2016
		Issue of Shares	27 September 2016
		Quotation of New Shares	28 September 2016
		<p>You must ensure that your application and payment is received by 5.00pm (AEST) on 16 September 2016.</p> <p>Marmota Energy Limited (“Marmota” or the “Company”) may vary any of the above dates in its absolute discretion by lodging a revised timetable with the ASX.</p>	
4.	What is the issue price of the New Shares?	The SPP provides the opportunity to increase your shareholding in Marmota at an issue price of A\$0.015 per New Share (SPP Price) which represents a 17% discount to the Company’s price at the close of trade on 26 August 2016 (being the last day of trading prior to the announcement of the SPP).	
5.	How much can I invest?	<p>An Eligible Shareholder may apply to purchase a parcel of New Shares with a value of either A\$1,000, A\$2,500, A\$5,000, A\$7,500, A\$10,000 or A\$15,000.</p> <p>No shareholder may acquire more than A\$15,000 worth of New Shares under the SPP, irrespective of the number of Shares they currently hold. This limitation applies even if you receive more than one Application Form, or if you hold Shares in more than one capacity.</p>	

SPP Terms and Conditions

6.	How do I apply?	<p>The Application Form allows you to apply for New Shares offered under this Share Purchase Plan.</p> <p>You can apply through one of the following methods:</p> <p><u>Option 1</u></p> <p>Complete the enclosed Application Form as instructed and return it to the address indicated on the form, together with your payment.</p> <p><u>Option 2</u></p> <p>Make a payment by BPAY®. To do this, you must use the unique identifier shown on the Application Form as the customer reference number when making payment. If you make your payment with BPAY®, you do not need to return your Application Form.</p> <p>You will not be able to withdraw or revoke your application or BPAY® payment once you have submitted it or made it or change the amount of New Shares you have applied for.</p> <p>BPAY® payments must be made from an Australian dollar account of an Australian financial institution.</p> <p>You must ensure that your application and payment is received by 5.00pm (AEST) on 16 September 2016.</p>
7.	What is the Scale-back?	<p>If subscriptions received by Marmota exceed the Maximum Amount, or such other amount determined by the Directors, Marmota may elect to Scale-back the maximum number of New Shares issued to each shareholder at its absolute discretion. Marmota may give consideration, amongst other things, to the size of the applicant's current shareholding when determining the amount of any potential Scale-back and therefore the extent of the Scale-back may differ between applications.</p> <p>Please refer to clause 4 in the "Other Terms and Conditions" section of this Booklet for further information in relation to Scale-back.</p>
8.	What rights will the New Shares have?	<p>New Shares will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, dividend / distribution rights and other entitlements from issue.</p>
9.	Will the New Shares be quoted?	<p>Yes. Marmota will apply for the New Shares under the SPP to be quoted.</p>
10.	Is the Share Purchase Plan underwritten?	<p>No.</p>
11.	Can I transfer my rights under the Share Purchase Plan?	<p>As the SPP is non-renounceable, your rights under the SPP are personal and cannot be transferred to another person.</p>
12.	Will there be brokerage and other transaction costs?	<p>No brokerage or other transaction costs will apply to the application for, and issue of, New Shares under the SPP.</p>

SPP Terms and Conditions

Other Terms and Conditions

IMPORTANT NOTICE

If you apply to participate in the SPP, you should be aware, and accept the risk, that the market price of Shares may change between the date of the SPP offer and the date when New Shares are issued to you under the SPP. As such, it is possible that, up to or after the date you receive New Shares under the SPP, you may be able to buy Shares on the ASX at a lower price than under the SPP. We encourage you to seek your own professional advice regarding your participation in the SPP.

1. Acknowledgements

1.1 If you submit a BPAY® payment or complete and return an Application Form:

- (a) you acknowledge that you have read and irrevocably and unconditionally agree to the terms and conditions in this Booklet in full and you agree not to do any act or thing which would be contrary to the intention or purpose of the SPP;
- (b) you acknowledge that you are an Eligible Shareholder and that you are lawfully permitted to accept the offer under the SPP, and participate in the SPP;
- (c) you acknowledge and agree that you do not reside outside Australia and New Zealand and that you are not in the United States, a U.S. Person, or a person acting on the account of a U.S. Person;
- (d) if you are a trustee or nominee and are the registered holder of Shares (and this is expressly noted on the share register of Marmota) and hold Shares on account of another person (“**Beneficiary**”), you acknowledge that the Beneficiary will be taken to be the registered holder of those Shares and any application, certification or issue of New Shares to you (as trustee or nominee) will be taken to be an application, certification by, or an issue to, the Beneficiary;
- (e) if you are acting as a trustee or nominee, each beneficial holder on whose behalf you are participating is resident in Australia or New Zealand and is not in the United States, a U. S. Person, or a person acting on the account of a U.S. Person, and you have not sent any materials relating to the SPP to any such person;
- (f) you certify that the total of the application price for the following does not exceed A\$15,000:
 - (i) the New Shares the subject of your application;
 - (ii) any other New Shares or Shares issued under any similar arrangement to the SPP in the 12 months before the date of your application;
 - (iii) any other New Shares which you have instructed a custodian to acquire on your behalf under the SPP; and
 - (iv) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application under the SPP as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in such Shares,

even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP;

SPP Terms and Conditions

- (h) you acknowledge your application is irrevocable and unconditional;
- (i) you acknowledge that your application is only effective when received by Marmota or Link Market Services Ltd (“**Registry**”) and not when posted;
- (j) you declare that all details and statements in your Application Form are true and complete and not misleading;
- (k) you authorise Marmota to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor details;
- (l) you acknowledge that Marmota may at any time determine that your Application Form is valid, in accordance with this Booklet, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (m) you acknowledge that no interest will be paid on any application monies held pending the issuance of the New Shares or subsequently returned to you for any reason;
- (n) you acknowledge that Marmota at its absolute discretion may either accept or reject your application for New Shares;
- (o) you accept that Marmota at its absolute discretion can make reductions in issuance of New Shares under a Scale-back;
- (p) you acknowledge that Marmota is not liable for any exercise of its discretions referred to in this Booklet;
- (q) you accept the risk associated with any refund that may be dispatched to you by cheque to your address or by direct credit to your nominated bank account as shown on Marmota's register;
- (r) you are responsible for any dishonour fees or other costs Marmota may incur in presenting a cheque for payment which is dishonoured;
- (s) you acknowledge that the New Shares have not been, and will not be, registered under the Securities Act or the securities law of any state or other jurisdiction of the United States or outside Australia or New Zealand and accordingly, the New Shares may not be offered, sold or otherwise transferred, directly or indirectly, in the United States except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable US state securities laws;
- (t) you agree not to send any materials relating to the SPP to any person in the United States, a U.S. Person, or a person acting on the account of a U.S. Person;
- (u) you have not purchased the New Shares as a result of any “directed selling efforts” (within the meaning of Rule 902(c) of Regulation S under the U.S. Securities Act);
- (v) you agree to be bound by the constitution of Marmota;
- (w) you acknowledge that neither Marmota nor the Registry has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy New Shares, and that this Booklet has been prepared without taking into account the objects, financial situation, tax position or needs of individuals; and

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- (x) you are aware, and accept the risk, that the market price of Shares may change between the date of the SPP offer and the date when New Shares are issued to you under the SPP, and that the SPP Price may exceed the market price of Shares on the Issue Date.

2. Joint holders / multiple holdings

- 2.1 If you are a joint holder of Shares, you are taken to be a single registered holder of Shares for the purposes of determining whether you are an Eligible Shareholder and joint holders are entitled to participate in the SPP in respect of that single holding only. If as a joint holder, you receive more than one offer under the SPP due to multiple registered holdings, you may still only apply for New Shares up to a maximum aggregate value of A\$15,000.

3. Custodians

- 3.1 Eligible Shareholders who hold Shares as a "custodian" (as defined in ASIC Class Order 09/425) ("**Custodian**") may participate in the SPP on behalf of one or more persons whom the Custodian holds Shares on behalf of ("**Custodian Beneficiaries**"). If a Custodian applies for New Shares on behalf of a Custodian Beneficiary, Marmota may not issue New Shares to the Custodian under the SPP unless the Custodian certifies the following in writing to Marmota:

- (a) either or both of the following:
 - (i) that the Custodian holds the Shares on behalf of one or more persons that are not custodians ("**Participating Beneficiaries**"); or
 - (ii) that another custodian ("**Downstream Custodian**") holds beneficial interests in Shares on behalf of a Participating Beneficiary, and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian,

on the Record Date and that each Participating Beneficiary has subsequently instructed the following persons:
 - (iii) where sub-paragraph (a)(i) applies – the Custodian; and
 - (iv) where sub-paragraph (a)(ii) applies – the Downstream Custodian,to apply for New Shares under the SPP on their behalf;
- (b) the number of Participating Beneficiaries;
- (c) the name and address of each Participating Beneficiary, and that each Participating Beneficiary's address is located in Australia or New Zealand;
- (d) that each Custodian Beneficiary is not in the United States, or is not a U.S. Person, or a person acting for the account of a U.S. Person and that the Custodian has not sent any materials relating to the SPP to any person in the United States;
- (e) in respect of each Participating Beneficiary:
 - (i) where sub-paragraph (a)(i) applies – the number of Shares that the custodian holds on their behalf; and
 - (ii) where sub-paragraph (a)(ii) applies – the number of Shares to which the beneficial interests relate;
- (f) in respect of each Participating Beneficiary:
 - (i) where sub-paragraph (a)(i) applies – the number or the dollar amount of New Shares they instructed the custodian to apply for on their behalf; and

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- (ii) where sub-paragraph (a)(ii) applies – the number or the dollar amount of New Shares they instructed the Downstream Custodian to apply for on their behalf;
- (g) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds A\$15,000:
 - (i) the New Shares applied for by the Custodian under the SPP in accordance with the instructions referred to in sub-paragraph (f); and
 - (ii) any other Shares issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP;
- (h) that a copy of this Booklet was given to each Participating Beneficiary; and
- (i) where sub-paragraph (a)(ii) applies – the name and address of each Custodian who holds beneficial interests in the Shares held by the Custodian in relation to each Participating Beneficiary,

(“Custodian Certificate”).

- 3.2 Custodians must request a Custodian Certificate when making an application on behalf of Custodian Beneficiaries. To request a Custodian Certificate or for further information about the custodian application process, a Custodian should contact the Registry on 1300 554 474 (callers within Australia) or +61 1300 554 474 (callers outside of Australia).
- 3.3 Applications received from Custodians must be accompanied by a duly completed and signed Custodian Certificate.
- 3.4 If you hold Shares as a trustee or nominee for another person, but are not a Custodian, you cannot participate for beneficiaries in the manner described above.

4. Raising Amount and Scale-back

- 4.1 The SPP is intended to raise a Maximum Amount of A\$300,000. The Company, however, reserves absolute discretion regarding the final amount raised under the SPP.
- 4.2 If a Scale-back occurs, you may receive less than the parcel of New Shares for which you have applied. If a Scale-back produces a fractional number of Shares when applied to your issue of New Shares, the number of New Shares you will be allocated will be rounded down to the nearest whole number of New Shares.
- 4.3 If subscriptions received by Marmota under the SPP exceed the Maximum Amount, or such other amount determined by the Directors, Marmota may elect to Scale-back the maximum number of New Shares issued to each shareholder to the extent and in the manner that it sees fits in its absolute discretion (“**Scale-back**”). Marmota may give consideration to, amongst other things, the size of the applicant’s current shareholding when determining the amount of any potential Scale-back and therefore the extent of the Scale-back may differ between applications.
- 4.4 If there is a Scale-back, your application monies may be greater than the value of the New Shares you will be issued. In such event, the excess application monies will be refunded to you without interest, by direct credit (to your nominated account as recorded on Marmota's Share register) or cheque (to your address as shown on Marmota’s share register) as soon as practicable.

5. Rounding

- 5.1 If you apply for New Shares under the Share Purchase Plan, you agree that you are applying for a certain value at the SPP Price, rather than a certain number of New Shares.

SPP Terms and Conditions

5.2 Fractional New Shares will not be issued and any fraction of a New Share will be rounded up to the nearest whole number of New Shares.

6. Class order compliance

A registered holder of Shares will be ineligible to participate in the SPP if their participation would be in breach of ASIC Class Order 09/425.

7. Dispute resolution, waiver, withdrawal, suspension, and termination

Marmota may settle, in any manner it deems, any difficulties, anomalies, or disputes which may arise in connection with the operation of the SPP and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates. Marmota reserves the rights to waive strict compliance with any provisions of this Booklet, to amend or vary the terms and conditions set out in this Booklet and to suspend or terminate the SPP at any time. Any such amendment, variation, suspension or termination will be binding on all Eligible Shareholders even where Marmota does not notify you of that event. In the event that the SPP is terminated prior to the issue of New Shares, all application monies will be refunded to you, without interest, by direct credit (to your nominated account as recorded on Marmota's Share register) or cheque (to your address as shown on Marmota's Share register) as soon as practicable.

8. Application Form

The Application Form forms part of the Booklet for the purposes of this SPP offer.

9. Governing Law

This Booklet and offer under the SPP is governed by the laws in force in South Australia, Australia.

Before you apply for New Shares under the Share Purchase Plan, you should consider obtaining professional financial and/or taxation advice to assist you in determining whether or not, and the extent to which, you wish to participate in the Share Purchase Plan (taking into account your own financial situation, needs and objectives). Marmota and its officers make no recommendation about whether or not you should apply for New Shares under the Share Purchase Plan, and nothing in this Booklet (including the Application Form) or any other accompanying documentation constitutes investment or financial product advice or is intended to influence your decision whether or not to participate in the Share Purchase Plan.

SRN/HIN:
Entitlement Number:
Record Date: 26 August 2016
Offer Opens: 5 September 2016

Offer Closes 5:00pm (AEST):	16 September 2016
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SHARE PURCHASE PLAN ("SPP") APPLICATION FORM

How do I apply for Shares under this offer?


- Carefully read the SPP Terms and Conditions accompanying this form.
- Decide on the amount you wish to apply for.
- Pay for the Shares in accordance with the instructions outlined in the Share Purchase Plan Booklet and further important instructions on the reverse of this form.
 - Option 1: Paying by BPAY®.
 - Option 2: Paying by Cheque, Bank Draft or Money Order.
- Payments must be in Australian dollars.

PAYMENT OPTIONS

Option 1: Paying by BPAY®

If paying by BPAY®, you do **NOT** need to complete or return the Acceptance Slip attached to this Application Form below. Payment must be received by the Registry by BPAY® by 5:00pm (AEST) on 16 September 2016. By paying by BPAY®, you will be deemed to have completed an Application Form for the number of Shares the subject of your Application Payment.

If you make a payment by BPAY® and Marmota Energy Limited receives an amount which is not equal to either A\$1,000, A\$2,500, A\$5,000, A\$7,500, A\$10,000 or A\$15,000, Marmota Energy Limited may round down the dollar amount of Shares that you are applying for to the next lowest parcel at their discretion. Your payment must be for a minimum of A\$1,000.

	Billers Code: 131771
	Ref:

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au
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Option 2: Paying by Cheque, Bank Draft or Money Order

If paying by cheque, bank draft or money order, complete and return the Acceptance Slip attached to this Application Form with your Application Payment.

- Tick the box beside the amount you wish to apply for, either A\$1,000, A\$2,500, A\$5,000, A\$7,500, A\$10,000 or A\$15,000.
- Enter your cheque, bank draft or money order details. The amount of your Application Payment should be equal to the amount applied for in section A of the Acceptance Slip. Cheques, bank drafts or money orders must be drawn on an Australian branch of a financial institution in Australian currency, made payable to "Marmota Energy Limited" and crossed "Not Negotiable". Please ensure sufficient cleared funds are held in your account, as your cheque will be banked as soon as it is received. If you provide a cheque, bank draft or money order for an amount that is not equal to either A\$1,000, A\$2,500, A\$5,000, A\$7,500, A\$10,000 or A\$15,000, Marmota Energy Limited may round down the dollar amount of Shares that you are applying for to the next lowest parcel at their discretion. Your payment must be for a minimum of A\$1,000.
- Enter your contact telephone number at which we may contact you regarding your application for Shares, if necessary.

THIS IS A PERSONALISED FORM FOR THE SOLE USE OF THE SHAREHOLDER AND HOLDING RECORDED ABOVE.

Please detach and enclose with payment

SRN/HIN:
Entitlement Number:

A I/we wish to purchase a parcel of Shares to the dollar amount of (tick one box only):

\$1,000 OR \$2,500 OR \$5,000

OR \$7,500 OR \$10,000 OR \$15,000



ABN 38 119 270 816

B Make your cheque, bank draft or money order payable to "Marmota Energy Limited" and crossed "Not Negotiable"

Drawer	Cheque Number	BSB Number	Account Number	Amount of Cheque
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A\$ <input type="text"/> .00

C Telephone Number – Business Hours Telephone Number – After Hours Contact Name

<input type="text"/>	<input type="text"/>	<input type="text"/>
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IMPORTANT INFORMATION

1. This is an important document which requires your immediate attention. If you are in any doubt as to how to deal with this Application Form, please consult a professional adviser.
2. If you do not wish to purchase additional Shares under this SPP, there is no need to take action.
3. Please ensure you have read and understood the SPP Terms and Conditions and this Important Information, before you make the Application Payment by BPAY® or you submit your Acceptance Slip with your Application Payment.
4. This SPP is non-renounceable. Applications can only be accepted in the name printed on the Application Form.
5. If you are a custodian, trustee or nominee within the definition of "custodian" in ASIC Class Order [CO 09/425] you must complete and submit an additional Schedule that contains additional certifications and details that must be provided ("the Schedule") before your Application will be received. The Schedule can be obtained by contacting the Marmota Energy Limited SPP Offer Information Line. Applications received by custodians that are not accompanied by the Schedule will be rejected.
6. For applicants that are not required to complete the Schedule, by submitting the Acceptance Slip (with a cheque, bank draft or money order) or making payment by BPAY®, you certify that the aggregate of the Application Payment paid by you for:
 - the parcel of New Shares indicated on this Application Form or BPAY® payment; and
 - any other Shares applied for by you, or which you have instructed a Custodian to acquire on your behalf under the SPP or any other similar arrangement in the 12 months prior to the date of submission of the Acceptance Slip or payment by BPAY® does not exceed A\$15,000.
7. Marmota Energy Limited reserves the right to make amendments to this Application Form where appropriate.
8. Applicants are not assured of receiving the Shares for which they have applied as Marmota Energy Limited may scaleback applications in its discretion.

How to Lodge your Acceptance Slip and Application Payment

A reply paid envelope is enclosed for you to return your Acceptance Slip and Application Payment. No postage stamp is required if it is posted in Australia.

Acceptance Slip and the payment for New Shares must be received by the Registry no later than the closing date shown overleaf. If paying by BPAY® you do not need to complete or return the Application Form. You should check the processing cut off-time for BPAY® transactions with your bank, credit union or building society to ensure your payment will be received by the Registry by the close of the offer.

Mailing Address

Marmota Energy Limited
C/- Link Market Services Limited
GPO Box 3560
Sydney NSW 2001

or

Hand Delivery

Marmota Energy Limited
C/- Link Market Services Limited
1A Homebush Bay Drive
Rhodes NSW 2138 **(Please do not use this address for mailing purposes)**

Make sure you send your Acceptance Slip and Application Payment allowing enough time for mail delivery, so Link Market Services Limited receives them no later than 5:00pm (AEST) on 16 September 2016. Please ensure sufficient cleared funds are held in your account, as your cheque will be banked as soon as it is received. Marmota Energy Limited reserves the right not to process any Acceptance Slips and Application Payments received after the Closing Date.

If you require information on how to complete this Acceptance Slip please contact the Marmota Energy Limited SPP Offer Information Line on 1300 554 474 if calling within Australia or +61 1300 554 474 if calling from outside of Australia.