

**Form 605**Corporations Act 2001  
Section 671B**Notice of ceasing to be a substantial holder**

To Company Name/Scheme East Coast Minerals NL  
ACN/ARSN 000 738 885

**1. Details of substantial holder (1)**

Name Greenvale Mining NL  
ACN/ARSN (if applicable) 000 743 555

The holder ceased to be a substantial holder on 14/8/2009  
The previous notice was given to the company on 9/06/2009  
The previous notice was dated 24/05/2009

**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
14 August 2009	Greenvale Mining NL (GRV)	Ceasing to hold a relevant interest in the securities under s.608(3) of the Corporations Act by GRV ceasing to hold an interest in Minga Pty Limited and the sale by Minga Pty Limited of the securities - refer to the attached agreement	Payment in exchange of loan account	9,136,868 Fully Paid Shares	9,136,868 Fully Paid Shares

**3. Changes in association**

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

**4. Addresses**

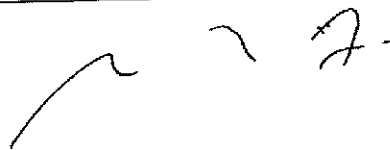
The addresses of persons named in this form are as follows:

Name	Address
Greenvale Mining NL	C/- Azalea Consulting Pty Ltd, Level 16, 190 Queen Street, Melbourne Victoria, 3001

## Signature

print name **Vince Fayad** capacity **Director**

sign here



date **17/August/2009**

## 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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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## Asset Sale Agreement

among

Boss Energy Limited (ABN 38 116 834 336)

and

Greenvale Mining NL (ABN 54 000 743 555)

and

Esperance Minerals NL (ABN 59 009 815 605)

and

East Coast Minerals NL (ABN 82 000 738 885)

and

Minga Pty Ltd (ABN 75 000 894 379)

The attached is a true copy  
of the sale agreement  
in relation to the sale of  
the 22,500 ordinary shares in  
Minga Pty Limited by  
Greenvale Mining NL

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**Agreement**

Date 14 August 2009

Parties

Name Boss Energy Limited (ABN 38 116 834 336) (**Boss**)

Address Suite 24, 18 Stirling Highway NEDLANDS, WA, AUSTRALIA, 6009

Fax Number 03 9670 6643

Contact Winton Willesee

Name Greenvale Mining NL (ABN 54 000 743 555) (**Greenvale**)

Address C/- 1A Group, Level 16, 190 Queen Street, Melbourne VIC 3000

Fax Number 02 9 240 9821

Contact Vince Fayad

Name Esperance Minerals NL (ABN 59 009 815 605) (**Esperance**)

Address Level 10, 1 Margaret Street, Sydney NSW 2000

Fax Number 02 9262 2885

Contact John Hartigan

Name East Coast Minerals NL (ABN 82 000 738 885) (**East Coast**)

Address Level 10, 1 Margaret Street, Sydney NSW 2000

Fax Number 02 9262 2885

Contact Graham Libbesson

Name Minga Pty Ltd (ABN 75 000 894 379) (**Minga**)

Address C/- 1A Group, Level 16, 190 Queen Street, Melbourne VIC 3000

Fax Number 03 9670 6643

Contact Winton Willesee

## Background

- A. Greenvale, Esperance and East Coast are public listed companies, and are together the registered, legal and beneficial owners of the following proportions of the Minga Shares:
- (a) Greenvale -- Greenvale Minga Shares;
  - (b) Esperance -- Esperance Minga Shares; and
  - (c) East Coast -- East Coast Minga Shares.
- B. Boss is also a public company with presently an approximately 18% shareholding in Greenvale.
- C. Greenvale, Esperance and East Coast have agreed to sell their respective holdings of the Minga Shares to Boss and Boss has agreed to buy all of the Minga Shares, and Esperance has also agreed to extinguish the Esperance Loan in consideration for Minga transferring the East Coast Shares to Esperance, all in accordance with this Agreement.

## Operative part

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Agreement unless the context requires otherwise:

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

**ASX** means ASX Limited ACN 008 624 691.

**Business Day** means a weekday on which banks are open in Sydney.

**Claim** means, in relation to a party, a demand, claim, action, proceeding, judgment, damage, loss, cost, expense or liability incurred by or recovered by or against the party, however arising and whether present, unascertained, immediate, future or contingent and whether or not arising in relation to matters which occurred in the past.

**Completion** means completion of the East Coast Transaction, the Esperance Transaction, the Greenvale Transaction, the Minga Transaction and all other acts for completion in accordance with clause 4.

**Completion Date** means 14 August 2009, or such other date agreed in writing between the parties.

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**Confidential Information** means all confidential information, non-public or proprietary information exchanged between the parties before, on or after the date of this Agreement relating to the business, technology or other affairs of any of them but excludes information:

- (a) which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to a party;
- (b) which is acquired from a third party entitled to disclose it; or
- (c) which a party lawfully had before it was disclosed to them in connection with this Agreement.

**East Coast Shares** means 9,136,868 fully paid ordinary shares in East Coast which are quoted on the ASX and owned by Minga.

**East Coast Minga Shares** means all fully paid ordinary shares in Minga owned by East Coast, comprising 7,500 fully paid ordinary shares as at the date of this Agreement.

**East Coast Transaction** means the sale by East Coast of the East Coast Minga Shares to Boss in consideration for payment of \$7,500.00 as contemplated by clauses 3 and 4.

**Esperance Loan** means all amounts (including principal and interest) owed to Esperance by Minga as at the Completion Date as confirmed by letter dated 13 March 2009, being an amount not less than \$1,292,223.69, which including accrued interest to Completion amounts to \$1,341,721.

**Esperance Minga Shares** means all fully paid ordinary shares in Minga owned by Esperance, comprising 20,000 fully paid ordinary shares as at the date of this Agreement.

**Esperance Transaction** means the sale by Esperance of the Esperance Minga Shares to Boss in consideration for payment of \$20,000.00 as contemplated by clauses 3 and 4.

**Government Agency** means any government and any governmental body, whether:

- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, instrumentality, tribunal, agency or entity; or
- (c) commonwealth, state, territorial or local,

and includes any self regulatory organisation established under any law but excludes a governmental body in respect of any service or trading functions as distinct from regulatory or fiscal functions.

**Greenvale Loan** means the loan made by Minga to Greenvale comprising an amount of \$823,259 owed to Minga by Greenvale as at 30 June 2009.



**Greenvale Minga Shares** means all fully paid ordinary shares in Minga owned by Greenvale, comprising 22,500 fully paid ordinary shares as at the date of this Agreement.

**Greenvale Transaction** means the sale by Greenvale of the Greenvale Minga Shares to Boss in consideration for payment of \$22,500.00 as contemplated by clauses 3 and 4.

**Minga Contingent Liabilities** means the amount owed to ADP Prosperity of \$15,004 which is currently in dispute and the estimated taxation liability of \$57,000 in relation to the sale of the East Coast Shares to Esperance.

**Minga Liabilities** means the liabilities of Minga at the Completion Date, other than the Esperance Loan and the Minga Contingent Liabilities, as set out in Annexure A to this Agreement.

**Minga Shares** means all of the issued share capital of Minga being 50,000 fully paid ordinary shares.

**Minga Transaction** means the extinguishment of the Esperance Loan in consideration for the transfer of the East Coast Shares by Minga to Esperance, as contemplated by clauses 3 and 4.

**Security Interest** means a right, interest, power or arrangement in relation to an asset which provides security for the payment or satisfaction of a debt, obligation or liabilities, including, under a bill of sale, mortgage, charge, lien, pledge, trust, power, deposit, hypothecation or arrangement for retention of title, and includes an agreement to grant or create any of those things.

**Transactions** means the Greenvale Transaction, the Minga Transaction, the East Coast Transaction and the Esperance Transaction.

## 1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) **(headings)** headings are for convenience only and do not affect interpretation;
- (b) **(singular)** the singular includes the plural and vice versa;
- (c) **(corresponding meanings)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) **(successors and assigns)** a reference to a party to a document includes that party's successors, permitted assigns, administrators and substitutes;
- (e) **(Business Day)** where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (f) **(writing)** a reference to a notice from, consent or approval of a party and agreement between the parties for the purposes of this

Agreement means a written notice, consent, approval or agreement;

- (g) **(due and punctual)** all obligations are required to be performed duly and punctually;
- (h) **(include)** the word 'include' in any form is not a word of limitation;
- (i) **(gender)** words which are gender neutral or gender specific include each gender;
- (j) **(natural persons)** an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (k) **(whole and part)** a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (l) **(law and legislation)** a reference to a law or legislation includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgement, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- (m) **(documents)** a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (n) **(other agreements)** a reference to an agreement, other than this Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (o) **(definitions)** words which are defined in the Act have the same meaning in this Agreement;
- (p) **(construction)** this Agreement must not be construed adversely to a party because that party prepared it;
- (q) **(right or obligation)** a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally; and
- (r) **(currency)** a reference to dollars or \$ is to Australian currency.

## 2. Condition and Waiver

### 2.1 Condition Subsequent

If Completion does not occur, this Agreement (other than this clause 2.1 and clauses 6 and 9) will immediately cease to have any effect or validity.

### 2.2 Waiver

Each of Esperance, East Coast and Greenvale waive in favour of Boss any pre-emption rights which they have now or might otherwise have

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arising out of or in connection with the Esperance Transaction, the East Coast Transaction and the Greenvale Transaction.

### **3. Transactions**

#### **3.1 Minga Transaction**

- (a) With effect from Completion, in consideration for Esperance agreeing to extinguish the Esperance Loan pursuant to clause 3.1(b), Minga agrees to transfer to Esperance, and Esperance agrees to acquire from Minga, the East Coast Shares free of all Security Interests on the terms and conditions of this Agreement.
- (b) In consideration for and subject to the transfer of the East Coast Shares to Esperance in accordance with clause 3.1(a), Esperance agrees to extinguish the Esperance Loan and fully discharge and release Minga of all liability to Esperance in respect of the Esperance Loan and all Claims in connection with the Esperance Loan with effect from Completion.

#### **3.2 Greenvale Transaction**

Greenvale agrees to sell the Greenvale Minga Shares to Boss and Boss agrees to buy the Greenvale Minga Shares from Greenvale free of all Security Interests in consideration for payment of \$22,500.00 and on the terms and conditions of this Agreement.

#### **3.3 East Coast Transaction**

East Coast agrees to sell the East Coast Minga Shares to Boss and Boss agrees to buy the East Coast Minga Shares from East Coast free of all Security Interests in consideration for payment of \$7,500.00 and on the terms and conditions of this Agreement.

#### **3.4 Esperance Transaction**

Esperance agrees to sell the Esperance Minga Shares to Boss and Boss agrees to buy the Esperance Minga Shares from Esperance free of all Security Interests in consideration for payment of \$20,000.00 on the terms and conditions of this Agreement.

### **4. Completion**

#### **4.1 Time and place of Completion**

Completion will take place at 4.45pm on the Completion Date at Level 10, No.1 Margaret Street, Sydney NSW 2000 or at such other place or time as the parties agree in writing and Completion will occur immediately following and simultaneously with the execution of this Agreement by each of the parties.

#### **4.2 Events to occur on Completion**

At Completion and in accordance with clauses 4.5(a) and 4.5(b):

- (a) Minga must deliver to Esperance:

- 
- (1) an executed registrable share transfer form (or such other document of transfer as may be required) in favour of Esperance in respect of the East Coast Shares; and
  - (2) any documents of title such as holding statements held in respect of the East Coast Shares;
- (b) the payments for the below amounts are to be made by each of Greenvale, Esperance and East Coast to Minga in relation to their contribution of costs for the preparation of this Agreement and associated documentation:
- (1) Greenvale - \$980.00;
  - (2) Esperance - \$880.00; and
  - (3) East Coast - \$330.00;
- (c) Minga must issue to Greenvale a written notice in the form set out in Annexure B to this Agreement under which Minga agrees that the term of the Greenvale Loan will be extended until 1 October 2010, unless otherwise agreed in writing between Minga and Greenvale;
- (d) the Esperance Loan is fully discharged and extinguished and, by this document, Esperance releases and discharges Minga from all obligations, liabilities and Claims which Esperance at any time had or has against Minga, by reason of, under or in connection with the Esperance Loan;
- (e) East Coast must deliver to Boss:
- (1) an executed registrable share transfer form in favour of Boss in respect of the East Coast Minga Shares; and
  - (2) share certificates, or other documents of title held in respect of the East Coast Minga Shares;
- (f) Boss must pay to East Coast \$7,500.00 by bank cheque as consideration for the purchase by Boss of the East Coast Minga Shares;
- (g) Esperance must deliver to Boss:
- (1) an executed registrable share transfer form in favour of Boss in respect of the Esperance Minga Shares; and
  - (2) share certificates, or other documents of title held in respect of the Esperance Minga Shares;
- (h) Boss must pay to Esperance \$20,000.00 by bank cheque as consideration for the purchase by Boss of the Esperance Minga Shares;
- (i) Greenvale must deliver to Boss:
- (1) an executed registrable share transfer form in favour of Boss in respect of the Greenvale Minga Shares; and

- 
- (2) share certificates, or other documents of title held in respect of the Greenvale Minga Shares;
  - (j) Boss must pay to Greenvale \$22,500.00 by bank cheque as consideration for the purchase by Boss of the Greenvale Minga Shares; and
  - (k) Greenvale, East Coast and Esperance must deliver or cause to be delivered to Boss or place Boss in control of the following to the extent they are in the possession of, or under the control of, Greenvale, East Coast or Esperance:
    - (1) the certificate of incorporation of Minga;
    - (2) the common seal (and any duplicate common seal, share seal or official seal) of Minga, if any;
    - (3) a copy of the constitution of Minga;
    - (4) the ASIC corporate key registration number for Minga;
    - (5) the minute books and other records of meetings or resolutions of members and directors of Minga;
    - (6) all registers of Minga (including the register of members, register of option holders, register of charges);
    - (7) all cheque books, bank records, financial and accounting books and records, copies of taxation returns and assessments, agreements, title documents, licences, indicia of title, certificates and all other records, papers, books and documents of Minga which are in the possession of Greenvale, East Coast and Esperance; and
    - (8) the written resignations of Graham Libbesson and Anthony Ho as directors of Minga in the form set out in Annexure C to this Agreement;
  - (l) Minga must produce a signed copy of:
    - (1) the minutes of the meeting of directors referred to in clause 4.3(a); and
    - (2) the circular resolution of members referred to in clause 4.3(c);
  - (m) East Coast must produce a signed copy of the minutes of the meeting of directors referred to in clause 4.3(b); and
  - (n) each party must do all other acts and execute all other documents which this Agreement requires that party to do or execute at Completion to give effect to this Agreement.

#### 4.3 Board Meeting and Minga Shareholders Meeting

At or immediately prior to Completion:

- (a) Minga must procure that a meeting of directors occurs which approves the following (where items (1), (4), (5), (7) and (8) are to take effect on and subject to Completion):

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- (1) the extension of the term of the Greenvale Loan to 1 October 2010 or such other date as is agreed in writing between Minga and Greenvale and a written notice in the form set out in Annexure B to this Agreement be sent to Greenvale;
  - (2) financial statements for the year ended 30 June 2009;
  - (3) the payment of the Minga Liabilities;
  - (4) the transfer of the East Coast Shares to Esperance in full satisfaction of the Esperance Loan;
  - (5) the transfer of the Greenvale Minga Shares, East Coast Minga Shares and Esperance Minga Shares to Boss;
  - (6) the registration (subject to payment of stamp duty) of Boss in the register of members of Minga as the owner of the Greenvale Minga Shares, East Coast Minga Shares and Esperance Minga Shares;
  - (7) the appointment as directors and secretaries of Minga of those persons nominated by Boss by notice before the Completion Date who have consented to so act; and
  - (8) the revocation (if necessary) of those existing authorities to operate bank accounts and the appointment of the persons nominated by Boss before the Completion Date by notice as signatories of the bank accounts;
- (b) East Coast must procure that a meeting of the directors of East Coast occurs which approves the following (to take effect on and subject to Completion):
- (1) the transfer of the East Coast Shares to Esperance; and
  - (2) the registration of Esperance in the register of members of East Coast as the owner of the East Coast Shares; and
- (c) Following the meeting of directors of Minga referred to in clause 4.3(a) of this Agreement, Greenvale, Esperance and East Coast as members of Minga must sign a circular resolution under section 249A of the Corporations Act approving and ratifying the matters approved at that Minga directors' meeting.

#### 4.4 Title and Risk

- (a) Subject to Completion occurring, title to and risk in:
- (1) the East Coast Shares pass to Esperance on Completion; and
  - (2) the Greenvale Minga Shares, East Coast Minga Shares and the Esperance Minga Shares pass to Boss on Completion.
- (b) Following Completion and pending registration of the East Coast Shares into the name of Esperance, Minga appoints Esperance as its attorney with power to exercise all rights

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attaching to or arising in respect of the East Coast Shares on or after Completion as if Esperance was the registered holder and to receive any dividend or other entitlement paid or credited on or after Completion to Minga in respect of the East Coast Shares.

- (c) Following Completion and pending registration of the Greenvale Minga Shares, East Coast Minga Shares and the Esperance Minga Shares into the name of Boss, Greenvale, East Coast and Esperance each appoint Boss as their attorney with power to exercise all rights attaching to or arising in respect of the Greenvale Minga Shares, East Coast Minga Shares and Esperance Minga Shares (as applicable) on or after Completion as if Boss was the registered holder and to receive any dividend or other entitlement paid or credited on or after Completion to Greenvale, East Coast or Esperance in respect of the Greenvale Minga Shares, East Coast Minga Shares and Esperance Minga Shares.

#### 4.5 Interdependence

- (a) The obligations of the parties in respect of Completion are interdependent and all actions at Completion will be deemed to take place simultaneously.
- (b) Completion will not occur unless all of the obligations of the parties under this clause 4 are complied with and fully effective.
- (c) Subject to Completion:
- (1) Esperance must not make any Claim against Minga in respect of or relating to the Esperance Loan;
  - (2) each party (**Releasing Party**) releases and discharges each other party (**Released Party**) and each Released Party's nominees on the Minga board of directors from all obligations, liabilities and Claims which the Releasing Party at any time had or has against the Released Party in respect of or relating to the ownership, business or affairs of Minga arising prior to Completion (provided that this paragraph does not apply in respect of the Greenvale Loan as between Greenvale and Minga); and
  - (3) each Releasing Party must not bring any legal proceeding, make any demand or take any other action against any Released Party or the Released Party's nominees on the Minga board of directors in connection with any Claim in respect of or relating to the ownership, business or affairs of Minga arising prior to Completion (provided that this paragraph does not apply in respect of the Greenvale Loan as between Greenvale and Minga).

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- (d) This Agreement may be pleaded as a complete defence to any action, proceeding or suit, which may be taken or commenced by:
- (1) Esperance against Minga relating to or in connection with or incidental to Esperance Loan; or
  - (2) any Releasing Party against any Released Party or the Released Party's nominees on the Minga board of directors in respect of or relating to the ownership, business or affairs of Minga arising prior to Completion (provided that this paragraph does not apply as between Greenvale and Minga).

## 5. Warranties

### 5.1 Minga Warranties

Minga represents and warrants to Boss and Esperance that as at the date of this Agreement and the Completion Date the following warranties are true, accurate and not misleading:

- (a) Minga is a corporation validly existing and registered under the Act.
- (b) Minga has the power and authority to enter into and perform this Agreement and has obtained all necessary consents to enable it to do so.
- (c) As at the date of this Agreement, Minga has cash at bank of \$177,721.25, plus it is entitled to reimbursements totalling \$7,960, as set out in Annexure A, and these amounts are in excess of the Minga Liabilities and Minga Contingent Liabilities.
- (d) To the best of its knowledge, the execution of this Agreement and the performance by Minga of its obligations under this Agreement will not result in a breach of:
  - (1) any law, administrative regulation or court order applicable to Minga which is now in effect;
  - (2) the provisions of its constitution; or
  - (3) any agreement or instrument to which Minga is now a party or by which it is bound.
- (e) None of the following has occurred and is subsisting, or as far as Minga is actually aware is threatened:
  - (1) the appointment of an administrator to Minga;
  - (2) an application or an order made, proceedings commenced, a resolution passed or proposed in a notice of meeting or other steps taken for:
    - (A) the winding up, dissolution, or administration of Minga; or



- 
- (B) Minga entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
  - (3) Minga being (or being taken to be under applicable legislation) unable to pay its debts, other than as the result of a failure to pay a debt or claim the subject of a good faith dispute; or stopping or suspending, or threatening to stop or suspend, payment of all or a class of its debts; or
  - (4) the appointment of a receiver, receiver and manager, administrator receiver or similar officer to any of the assets and undertakings of Minga.
  - (f) Minga is the legal and beneficial owner of the East Coast Shares free from any Security Interest with full right and title to pass ownership of the East Coast Shares to Esperance in accordance with this Agreement.
  - (g) Minga has not granted any option over or right in respect of the East Coast Shares.
  - (h) Minga is not entering into this Agreement in a capacity as trustee of a trust.

## 5.2 Greenvale Warranties

Greenvale represents and warrants to Boss that as at the date of this Agreement and the Completion Date the following warranties are true, accurate and not misleading.

- (a) Greenvale is a corporation validly existing and registered under the Act.
- (b) Greenvale has the power and authority to enter into and perform this Agreement and has obtained all necessary consents to enable it to do so.
- (c) The execution of this Agreement and the performance by Greenvale of its obligations under this Agreement will not result in a breach of:
  - (1) any law, administrative regulation or court order applicable to Greenvale which is now in effect;
  - (2) the provisions of its constitution; or
  - (3) any agreement or instrument to which Greenvale is now a party or by which it is bound.
- (d) None of the following has occurred and is subsisting, or as far as Greenvale is actually aware is threatened:
  - (1) the appointment of an administrator to Greenvale;
  - (2) an application or an order made, proceedings commenced, a resolution passed or proposed in a notice of meeting or other steps taken for:

- 
- (A) the winding up, dissolution, or administration of Greenvale; or
  - (B) Greenvale entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
  - (3) Greenvale being (or being taken to be under applicable legislation) unable to pay its debts, other than as the result of a failure to pay a debt or claim the subject of a good faith dispute; or stopping or suspending, or threatening to stop or suspend, payment of all or a class of its debts; or
  - (4) the appointment of a receiver, receiver and manager, administrator receiver or similar officer to any of the assets and undertakings of Greenvale.
  - (e) Greenvale is the legal and beneficial owner of the Greenvale Minga Shares free from any Security Interest with full right and title to pass ownership of the Greenvale Minga Shares to Boss in accordance with this Agreement.
  - (f) Greenvale has not granted any option over or right in respect of the Greenvale Minga Shares.
  - (g) Greenvale is not entering into this Agreement in a capacity as trustee of a trust.

### 5.3 East Coast Warranties

East Coast represents and warrants to Boss that as at the date of this Agreement and the Completion Date the following warranties are true, accurate and not misleading.

- (a) East Coast is a corporation validly existing and registered under the Act.
- (b) East Coast has the power and authority to enter into and perform this Agreement and has obtained all necessary consents to enable it to do so.
- (c) The execution of this Agreement and the performance by East Coast of its obligations under this Agreement will not result in a breach of:
  - (1) any law, administrative regulation or court order applicable to East Coast which is now in effect;
  - (2) the provisions of its constitution; or
  - (3) any agreement or instrument to which East Coast is now a party or by which it is bound.
- (d) None of the following has occurred and is subsisting, or as far as East Coast is actually aware is threatened:
  - (1) the appointment of an administrator to East Coast;

- 
- (2) an application or an order made, proceedings commenced, a resolution passed or proposed in a notice of meeting or other steps taken for:
    - (A) the winding up, dissolution, or administration of East Coast; or
    - (B) East Coast entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
  - (3) East Coast being (or being taken to be under applicable legislation) unable to pay its debts, other than as the result of a failure to pay a debt or claim the subject of a good faith dispute; or stopping or suspending, or threatening to stop or suspend, payment of all or a class of its debts; or
  - (4) the appointment of a receiver, receiver and manager, administrator receiver or similar officer to any of the assets and undertakings of East Coast.
- (e) East Coast is the legal and beneficial owner of the East Coast Minga Shares free from any Security Interest with full right and title to pass ownership of the East Coast Minga Shares to Boss in accordance with this Agreement.
  - (f) East Coast has not granted any option over or right in respect of the East Coast Minga Shares.
  - (g) East Coast is not entering into this Agreement in a capacity as trustee of a trust.

#### 5.4 Esperance Warranties

Esperance represents and warrants to Boss that as at the date of this Agreement and the Completion Date the following warranties are true, accurate and not misleading.

- (a) Esperance is a corporation validly existing and registered under the Act.
- (b) Esperance has the power and authority to enter into and perform this Agreement and has obtained all necessary consents to enable it to do so.
- (c) The execution of this Agreement and the performance by Esperance of its obligations under this Agreement will not result in a breach of:
  - (1) any law, administrative regulation or court order applicable to Esperance which is now in effect;
  - (2) the provisions of its constitution; or
  - (3) any agreement or instrument to which Esperance is now a party or by which it is bound.

- 
- (d) None of the following has occurred and is subsisting, or as far as Esperance is actually aware is threatened:
- (1) the appointment of an administrator to Esperance;
  - (2) an application or an order made, proceedings commenced, a resolution passed or proposed in a notice of meeting or other steps taken for:
    - (A) the winding up, dissolution, or administration of Esperance; or
    - (B) Esperance entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
  - (3) Esperance being (or being taken to be under applicable legislation) unable to pay its debts, other than as the result of a failure to pay a debt or claim the subject of a good faith dispute; or stopping or suspending, or threatening to stop or suspend, payment of all or a class of its debts; or
  - (4) the appointment of a receiver, receiver and manager, administrator receiver or similar officer to any of the assets and undertakings of Esperance.
- (e) Esperance is the legal and beneficial owner of the Esperance Minga Shares free from any Security Interest with full right and title to pass ownership of the Esperance Minga Shares to Boss in accordance with this Agreement.
- (f) Esperance has not granted any option over or right in respect of the Esperance Minga Shares.
- (g) Esperance is not entering into this Agreement in a capacity as trustee of a trust.

#### 5.5 Additional Warranties by Greenvale, East Coast and Esperance

Greenvale, East Coast and Esperance severally (and not jointly) represent and warrant to Boss that:

- (1) as at the date of this Agreement and the Completion Date the following warranties are true, accurate and not misleading:
  - (a) the Greenvale Minga Shares, East Coast Minga Shares and Esperance Minga Shares together represent 100% of the share capital in Minga;
  - (b) the only assets of Minga immediately after Completion will be cash at bank, reimbursements and the Greenvale Loan; and
  - (c) Minga is not a member of a consolidated group within the meaning of the Income Tax Assessment Act 1997(Cth); and

- 
- (2) on Completion and on the basis that the Esperance Loan is extinguished under this Agreement, the warranty by Minga in clause 5.1(e) is true and accurate.

#### 5.6 Limitations on Additional Warranties

Despite any other provision of this Agreement:

- (a) the maximum aggregate liability of Greenvale for any claim in respect of a breach of a warranty in clause 5.5 is limited to \$22,500.00;
- (b) the maximum aggregate liability of Esperance for any claim in respect of a breach of a warranty in clause 5.5 is limited to \$20,000.00;
- (c) the maximum aggregate liability of East Coast for any claim in respect of a breach of a warranty in clause 5.5 is limited to \$7,500.00;
- (d) Greenvale, Esperance and East Coast have no liability in respect of any claim in respect of a breach of a warranty in clause 5.5 unless notice of the claim is given to each of them before the first anniversary of the Completion Date.

#### 5.7 Boss Warranties

Boss represents and warrants to each of Greenvale, Esperance and East Coast that as at the date of this Agreement and the Completion Date the following warranties are true, accurate and not misleading.

- (a) Boss is a corporation validly existing and registered under the Act.
- (b) Boss has the power and authority to enter into and perform this Agreement and has obtained all necessary consents to enable it to do so.
- (c) The execution of this Agreement and the performance by Boss of its obligations under this Agreement will not result in a breach of:
- (1) any law, administrative regulation or court order applicable to Boss which is now in effect;
  - (2) the provisions of its constitution; or
  - (3) any agreement or instrument to which Esperance is now a party or by which it is bound.
- (d) None of the following has occurred and is subsisting, or as far as Boss is actually aware is threatened:
- (1) the appointment of an administrator to Boss;
  - (2) an application or an order made, proceedings commenced, a resolution passed or proposed in a notice of meeting or other steps taken for:

- 
- (A) the winding up, dissolution, or administration of Boss; or
  - (B) Boss entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
  - (3) Boss being (or being taken to be under applicable legislation) unable to pay its debts, other than as the result of a failure to pay a debt or claim the subject of a good faith dispute; or stopping or suspending, or threatening to stop or suspend, payment of all or a class of its debts; or
  - (4) the appointment of a receiver, receiver and manager, administrator receiver or similar officer to any of the assets and undertakings of Boss.
- (e) Boss is not entering into this Agreement in a capacity as trustee of a trust.

## 6. Confidentiality

### 6.1 Confidentiality

The parties must not disclose any Confidential Information, including the provisions of this Agreement to any person except:

- (a) with the prior written consent of the other parties;
- (b) to its officers, employees and professional advisers;
- (c) on a confidential basis to the ASX or any of its employees;
- (d) if this Agreement expressly requires or permits a party to disclose information; and
- (e) if applicable, as required by an applicable law including the rules of any relevant stock exchange, after first consulting with the other parties about the form and content of the disclosure.

## 7. Stamp Duty, Costs and Expenses

### 7.1 Stamp Duty

The purchaser of any asset under this Agreement (including any shares) must pay any stamp duty (including any fines and penalties) in respect of that asset arising from the execution, delivery and performance of:

- (a) this Agreement; and
- (b) each agreement or document entered into or signed under this Agreement.

### 7.2 Costs and Expenses

Subject to clause 4.2(b), each party must bear its own costs and expenses of negotiating, preparing, signing, delivering and registering

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this Agreement and any other agreement or document entered into or signed under this Agreement including, without limitation, costs of legal and accounting advice.

**7.3 Costs of Performance**

Any action to be taken by a party in performing its obligations under this Agreement must be taken at that party's own cost and expense unless otherwise provided in this Agreement.

**8. GST**

**8.1 Interpretation**

Except where the context suggests otherwise, terms used in this clause 8 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

**8.2 Reimbursements and similar payments**

Any payment or reimbursement required to be made under this Agreement for a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

**8.3 GST payable**

If GST is payable in relation to a supply made by or through a party (**Supplier**) under or in connection with this Agreement then:

- (a) any party (**Recipient**) that is required to provide consideration for that supply must pay an additional amount to the Supplier equal to the amount of that GST in accordance with clause 8.3(b); and
- (b) the additional amount is payable no later than 3 Business Days before the date by which the Supplier is required to lodge its GST return for the tax period in which the relevant GST payable on that supply is attributable (GST return due date) or, if later, within 10 Business Days after the day on which the Supplier provides a valid tax invoice to the Recipient.

**8.4 Variation of GST**

Subject to clause 8.3, if the GST payable in relation to a supply made under or in connection with this Agreement varies from the additional amount paid by the Recipient under clause 8.3 such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 8.4 is deemed to be a payment, credit or refund of the additional amount payable under clause 8.3.

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## 9. General

### 9.1 Notices

- (a) A notice or other communication given under this Agreement including, but not limited to, a request, demand, consent or approval, to or by a party to this Agreement:
- (1) must be in legible writing and in English;
  - (2) must be addressed to the party at the address or facsimile number set out above or to any other address or facsimile number a party notifies to the other party under this clause;
  - (3) must be signed for and on behalf of the sending party; and
  - (4) is deemed to be received by the addressee in accordance with clause 9.1(b).
- (b) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
- (1) if delivered by hand, when delivered to the addressee;
  - (2) if by post, 3 days after being posted (7 days after posting if posted from a place outside Australia); or
  - (3) if by facsimile transmission, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent,
- but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is deemed to be received at 9.00am on the following Business Day.
- (c) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 24 hours after the transmission is received or regarded as received under clause 9.1(b)(3) and informs the sender that it is not legible.
- (d) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees or a person reasonably believed by the sender to be an officer, agent or employee of the addressee.

### 9.2 Governing Law

This Agreement is governed by the laws of New South Wales, Australia.

### 9.3 Jurisdiction and service of process

Each party irrevocably and unconditionally:

- (a) submits to the exclusive jurisdiction of the courts of New South Wales, Australia;



- 
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum;
  - (c) agrees that a document required to be served in proceedings about this Agreement may be served:
    - (1) under clause 9.1; or
    - (2) in any other way permitted by law.

#### 9.4 **Invalidity**

- (a) If a provision of this Agreement or a right or remedy of a party under this Agreement is invalid or unenforceable in a particular jurisdiction:
  - (1) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
  - (2) it does not affect the validity or enforceability of that provision in another jurisdiction.
- (b) This clause is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

#### 9.5 **Amendments and Waivers**

- (a) This Agreement may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this Agreement or a right or remedy arising under this Agreement, including this clause, must be in writing and signed by the party granting the waiver.
- (c) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise a right or delay in exercising a right does not prevent exercise of that right or operate as a waiver.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

#### 9.6 **Further Assurances**

Each party must, at its own expense, on the request of any other party, do everything reasonably necessary to execute further documents to give full effect to this Agreement and the transactions contemplated by this Agreement.

#### 9.7 **Entire Agreement**

This Agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.

**9.8 No Assignment**

A party may not assign this Agreement or otherwise transfer the benefit of this Agreement or a right, benefit or remedy under it, without the prior written consent of other parties.

**9.9 Counterparts**

This Agreement may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute the one and the same document.

## Annexure A

### Minga Liabilities

<b>Creditor</b>	<b>Invoice Numbers (if applicable)</b>	<b>Amount</b>
PKf Fees including GST –provision of taxation advice	769166	\$11,000.00
PKf Fees including GST – provision of taxation services	778667	\$14,531.00
PKf Fees including GST – provision of accounting services – finalise records up to 31 May 2009	78459	\$3,300.00
PKf Fees including GST – provision of corporate and secretarial services	778036	\$6,050.00
PKf Fees including GST - provision of taxation services	780325	\$2,972.20
PKf Fees including GST –provision of taxation services	784599	\$3,630.00
PKf fees including GST –preparation of the 30 June 2009 financial statements and tax returns	787523	\$6,050.00
PKF fees including GST - provision of corporate and secretarial services	788114	\$4,400
PKF fees including GST provision of corporate and secretarial services	788833	\$4,427.50
Consulting Fees - Graham Libbesson		\$5,000.00
Legal Fees - Sparke Helmore	669949	\$2,100.12
Legal Fees - Sparke Helmore	672668	\$1,861.20
June and July director fees payable - A Ho		\$598.00
June and July director fees payable - G Libbesson		\$598.00
June and July director fees payable - J Obeid		\$598.00
June and July director fees payable - R Grover		\$598.00
PAYGW payable		\$672.00
<b>Total Minga Liabilities</b>		<b>\$68,386.02</b>
<b>Other amounts due to Minga</b>		
Other amounts due to Minga		
Repayment of other debtor - Greenvale		\$990
Repayment of other debtor - Esperance		\$880
Repayment of other debtor - East Coast		\$330
GST Receivable as at 30 June 2009		\$5,760
<b>Total amounts due to Minga</b>		<b>\$7,960</b>

**Annexure B**

**Minga Pty Limited**  
C/- IA Group  
Suite 1601  
Level 16  
190 Queen Street  
Melbourne VIC 3000  
ABN 75 000 894 379

14 August 2009

The Directors  
Greenvale Mining NL  
C/-IA Group  
Level 16  
190 Queen Street  
Melbourne VIC 3000

Dear Sirs

**Unsecured Loan**

On behalf of the Directors of Minga Pty Limited ("**Minga**"), we write to confirm the following terms and conditions of the existing loan to Greenvale Mining NL ("**Greenvale**"):

1. the balance of the loan as at 30 June 2009 is \$823,259 (inclusive of interest);
2. the term of repayment of the loan has been extended for a further period until 1 October 2010 or such other date as is agreed in writing between Minga and Greenvale ("**Term**");
3. the parties agree that three months before the conclusion of the Term to review the options for repayment, particularly having regard to Greenvale's financial position and that consideration will be given by Minga to allowing for repayment by way of the issue of shares or some other form of instrument, as agreed in writing between Minga and Greenvale;
4. the loan remains unsecured; and
5. interest on the loan is to be 9% per annum for the period up to the earlier of the date of repayment (or full satisfaction) of the loan or the date of expiration of the Term of the loan.

I trust that the above meets with your satisfaction.

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Executed by **Minga Pty Limited**  
 ABN 75 000 894 379 in accordance with  
 section 127 of the *Corporations Act 2001*:

---

Director/company secretary

---

Director

---

Name of director/company secretary  
 (BLOCK LETTERS)

---

Name of director  
 (BLOCK LETTERS)

Greenvale acknowledges and accepts the terms and conditions of the loan owed to Minga as set out in this letter:

Executed by **Greenvale Mining NL**  
 ABN 54 000 743 555 in accordance with  
 section 127 of the *Corporations Act 2001*:

---

Director/company secretary

---

Director

---

Name of director/company secretary  
 (BLOCK LETTERS)

---

Name of director  
 (BLOCK LETTERS)

**Annexure C*****Resignation of Graham Libbesson as Director***

14 August 2009

The Secretary  
Minga Pty Limited  
Level 10  
1 Margaret Street  
SYDNEY NSW 2000

Dear Sir

**RESIGNATION OF DIRECTOR**

I hereby resign as Director of the company effective from the date of this letter.

I also confirm that I have no further claim against the Company.

Yours faithfully

Graham Libbesson

*Resignation of Anthony Ho as Director*

14 August 2009

The Secretary  
Minga Pty Limited  
Level 10  
1 Margaret Street  
SYDNEY NSW 2000

Dear Sir

**RESIGNATION OF DIRECTOR**

I hereby resign as Director of the company effective from the date of this letter.

I also confirm that I have no further claim against the Company.

Yours faithfully

Anthony P Ho

**Signing page**

**Executed as an agreement**

**Executed by Minga Pty Ltd )**  
ABN 75 000 894 379 in accordance )  
with section 127 of the *Corporations* )  
*Act 2001* (Cth) by: )  
)

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Print name of Director

.....  
Print name of Director/Secretary

**Executed by Esperance Minerals NL )**  
ABN 59 009 815 605 in accordance )  
with section 127 of the *Corporations* )  
*Act 2001* (Cth) by: )  
)

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Print name of Director

.....  
Print name of Director/Secretary



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Executed by East Coast Minerals NL )  
 ABN 82 000 738 885 in accordance )  
 with section 127 of the *Corporations* )  
*Act 2001* (Cth) by: )  
 )

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Print name of Director

.....  
Print name of Director/Secretary

Executed by Greenvale Mining NL )  
 ABN 54 000 743 555 in accordance )  
 with section 127 of the *Corporations* )  
*Act 2001* (Cth) by: )  
 )

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Print name of Director

.....  
Print name of Director/Secretary

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Executed by **Boss Energy Limited** )  
 ACN 116 834 336 in accordance with )  
 section 127 of the *Corporations Act* )  
 2001 (Cth) by: )  
 )

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Print name of Director

.....  
Print name of Director/Secretary