Our Ref:

GTG.SOS.385355

Your Ref:



28 June 2013

## **Facsimile**

To:	Australian Stock Exchange Limited		
Attention:			
Facsimile:	1300 135 638	Your Ref:	
Number of pages (incl. this page):		21	
Transmitter: Barbara Daniel		If illegible or incomplete please call +61 2 9253 9985	

To:01300135638#8890

Dear Sir

#### Notice of Initial Substantial Holder - Malt Energy Pty Ltd

We refer to our letter and facsimiles (x2) dated 27 June 2013 enclosing a Form 603 - Notice of Initial Substantial Holder.

We now enclose a further amended Form 603 - Notice of Initial Substantial Holder. We note the changes are as follows:

- 2. Details of Voting Power - Number of securities is 24532,647 -Person's votes (5) is 24,532,647;
- 3. Details of relevant interests - Class and number of securities is Ord 24,532,647;
- 4. Details of present registered holders - Class and number of securities is Ord 24,532,647; and
- 5. Consideration - Class and number of securities - Ord 24,532,647.

Should you require any further information or have any enquiries please contact the writer.

~ Selde

Yours faithfully Piper Alderman

Simone Selkirk Senior Associate

Encs.

Lawyers

Sydney • Melbourne Brisbane · Adelaide

ABN 42 843 327 183

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Contact: Simone Selkirk Senior Associate t +61 2 9253 3837 sselkirk@piperalderman.com.au

603 page 1/2

15 July 2001

# **Form 603**

Corporations Act 2001 Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Galilee Energy Limited

ACN/ARSN ACN 064 957 418

1. Details of substantial holder (1)

Malt Energy Pty Ltd ACN/ARSN (if applicable)

ACN 163 075 278

The holder became a substantial holder on

26/06/2013

#### 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)
Ordinary Shares	1		16.125%

#### 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
INITIAL ELICION FIVERO	S608(1)(a) – Registered holder of the shares	Ord 24,532,647

### 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
Malt Energy Pty Ltd	Malt Energy Pty Ltd	Malt Energy Pty Ltd	Ord 24,532,647

#### 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
		Cash	Non-cash	
Malt Energy Pty Ltd	26 June 2013	\$2,943,918		Ord 24,532,647

603 page 2/2 15 July 2001

#### 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
N/A	N/A

#### 7. Addresses

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

Name	Address
Mait Energy Pty Ltd	63 Thackeray Street, Norman Park QLD 4170
The state of the s	

## Signature

print name PETER LINSOM Capacity DIRECTOR
sign here Capacity DIRECTOR
date 27/6/2013

#### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (e.g. 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, moneys 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.

From: Piper Alderman

To:01300135638#8890

28/06/2013 10:24

#032 P.004/021

603 GUIDE page 1/1 13 March 2000

# GUIDE

# This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 603.

Signature

This form must be signed by either a director or a secretary of the substantial holder.

Lodging period

Lodging Fee

Nil

#### Other forms to be completed

Nil

#### Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of
- This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
  - within 2 business days after they become aware of the information; or
  - by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the
    - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
    - the person becomes aware of the information during the bid period.

#### **Annexures**

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and ACN or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words: This is annexure (mark) of (number) pages referred to in form (form number and title)
- 7 sion and date the annexure.

The annexure must be signed by the same person(s) who signed the form.

Information in this guide is intended as a guide only. Please consult your accountant or solicitor for further advice.



# **Share Sale and Purchase** Agreement

in relation to shares in Galilee Energy Limited A.C.N. 064 957 419 (the Company)

The Persons whose names and addresses appear in the attached Schedule 1 (Sellers)

Mait Energy Pty Ltd A.C.N. 163 075 278 and/ or nominees (Buyers)

Piper Alderman Lawyers

Level 23 Governor Macquarie Tower 1 Farrer Place Sydney NSW 2000 Australia +61 2 923 9999

+61 9253 9000

www.piperalderman.com.au

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To:01300135638#8890

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# Share Sale and Purchase Agreement

in relation to shares in Galilee Energy Limited A.C.N. 064 957 419 (the Company)

#### **Parties**

- The Persons whose names and addresses appear in the attached Schedule 1 (the Sellers)
- 2. Mait Energy Pty Ltd A.C.N. 163 075 278 and/ or nominees (the Buyer(s))

#### Introduction

- A. On Completion, the Sellers wish to sell their Sale Shares in the Company in the amounts set out in Schedule 1.
- B. The Sellers are the legal and beneficial owners of the Sale Shares.
- C. Subject to Completion, the Sellers have agreed to sell and the Buyer(s) have agreed to acquire the Sale Shares for the Share Sale Consideration on the terms set out in this document and in Schedule 1.

## Operative clauses

## 1. Definitions and interpretation

#### 1.1 Definitions

In this document:

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Brisbane, Sydney or Melbourne, Australia.

Buyer(s) means Malt Energy Pty Ltd ACN 163 075 278, a company incorporated in Australia and having its registered address at 63 Thackeray Street, Norman Park, Queensland, 4170, and/ or its nominees.

Claim includes any claim, demand, proceeding (including dispute resolution proceeding), suit, litigation, action or cause of action in contract, tort, under statute or otherwise.

Company means Galilee Energy Limited ACN 064 957 419 a company incorporated in Australia and having its registered address at Level 2, 895 Ann Street, Fortitude Valley, Queensland, AUSTRALIA, 4006.

**Completion** means completion of the sale and purchase of the Sale Shares in accordance with clause 4.

#### **Completion Date means:**

- (a) 8<sup>th</sup> July 2013; or
- (b) such other date the Sellers and the Buyer agree in writing.



Corporations Act means the Corporations Act 2001 (Cth).

Government Agency means a government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

To:01300135638#8890

PPSA means the Personal Property Securities Act 2009 (Cth).

Share Sale Consideration means the consideration for the acquisition of the Sale Shares described in clause 3 and in accordance with and specified in the attached Schedule 1.

Sale Shares means 24,532,650 shares, being 16.125% of the issued share capital (152,140,446 fully paid ordinary shares) of Galilee Energy Limited that are issued to and allocated among the Sellers, which are to be sold to the Buyer(s) in the amounts described in clause 3 and set out in Schedule 1.

#### Security Interest includes:

- (a) a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set off or any other security agreement or arrangement in favour of any person; and
- (b) a "security interest" as defined in the PPSA.

Sellers means each of the persons specified in Schedule 1, or, as the context requires, any one of them.

#### 1.2 Interpretation

In this document:

- (a) words importing the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding definitions:
- "includes" means includes without limitation; (c)
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (e) a reference to:
  - (1) a person includes a firm, unincorporated association, corporation and a Government Agency;
  - (2) "law" includes:
    - (A) statutes, regulations or by-laws of the Commonwealth, a State, a territory or a Government Agency; and
    - (B) rules, proclamations, ordinances, orders, decrees, requirements or approvals (including conditions) of foreign, state, territorial or local jurisdiction or a Government Agency that have the force of law;

- (3) a right includes a benefit, interest, remedy, discretion, authority or power;
- (4) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (5) time is to local time in Melbourne;
- (6) "\$" or "dollars" is a reference to Australian currency;
- (7) "costs" includes costs, charges and expenses (including legal costs);
- (8) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions;
- (9) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (f) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day;
- (g) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded;
- a term or expression given a meaning in the Corporations Act that is not otherwise defined in this document, has the same meaning in this document as in the Corporations Act;
- (i) where a word or phrase is defined in a schedule, that definition applies for the purposes of the whole document; and
- (j) headings do not affect the interpretation of this document.

## 2. Agreement to sell and acquire

#### 2.1 Sale and purchase

On and subject to Completion, the Sellers agree to sell the Sale Shares (free from Security Interests) to the Buyer(s) for the Share Sale Consideration and on the other terms of this document.

#### 2.2 Transfer of rights

The Sale Shares must be transferred to the Buyer(s) with all rights, including dividend rights, attached or accruing to them on and from Completion.

#### 2.3 Title, property and risk

Title to the Sale Shares (and property and risk in them) passes from the Sellers to the Buyer(s) on and from Completion.



### 3. Sale Consideration

In consideration for the acquisition of the Sale Shares as set out in Schedule 1, the Buyer(s) agree to pay to the Sellers the Share Sale Consideration as set out in that Schedule.

#### 4. Completion

#### 4.1 Time and place

Completion must occur on the Completion Date at:

- (a) the offices of the Piper Alderman, at 36<sup>th</sup> Floor, 123 Eagle Street, Brisbane, Queensland, 7000; or
- (b) any such other place or time as the Sellers and the Buyer(s) agree.

#### 4.2 Sellers' obligations

### At Completion:

- (a) each Seller must deliver to the Buyer(s):
  - (1) completed transfer/s of the Seller's Sale Shares in favour of the Buyer(s), as provided by the Buyer(s) per clause 4.3(a) (below), in registrable form, duly executed by the Seller;
  - (2) all share certificates issued to the Seller in respect of the Seller's Sale Shares; and
- (b) do all things necessary to co-operate with the Buyer(s) to effect registration of the Sale Shares' share transfers; and
- (c) do all things necessary to notify ASX and the Company of all relevant interests and changes in substantial share holdings.

#### 4.3 Buyers' obligations

The Buyer(s) must:

- (a) no later than 3<sup>rd</sup> July 2013 deliver to the Seller(s) completed share transfer forms detailing the Buyer and/ or its nominee buyers proportional purchase of the Seller's Sale Shares;
- (b) do all things necessary to notify ASX and the Company of all relevant interests and changes in substantial share holdings; and
- (c) deposit the Share Sale Consideration Into the Seller(s) nominated bank accounts on the Completion Date (or such other date as the Sellers and the Buyer(s) agree).



### 4.4 Shareholders' meetings

The Sellers must, for the period from Completion until the Sale Shares are registered in the name of the Buyer.

- appoint the Buyer(s) as its sole proxy to attend shareholders' meetings of the Company and exercise the voting rights of the Sale Shares;
- not attend or vote at shareholders' meetings of the Company in respect of the Sale Shares; and
- (c) take all action/s as registered holder of the Sale Shares as the Buyer directs.

#### 4.5 Interdependence

The obligations of the parties under this clause 4 are interdependent. No action or document will be deemed to have occurred or been delivered until all other actions and documents have occurred and been delivered.

#### 5. Warranties

#### 5.1 Sellers' warranties

Each Seller represents and warrants to the Buyer(s) that each of the following statements is true and accurate as at the date of this document and, unless the context otherwise requires, will continue to be true and accurate until Completion:

- (a) it is the legal and beneficial, owner of its Sale Shares;
- (b) its Sale Shares will, upon Completion, be:
  - (1) free from all Security Interests and other third party interests or rights; and
  - (2) fully paid without any money owing in respect of them; and
- (c) the transfer of its Sale Shares in accordance with this document does not and will not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation) or default under any agreement or undertaking by which any Seller is bound.

Each Seller acknowledges that the Buyer(s) have executed this document and agreed to take part in the transactions that this document contemplates in reliance on the representations and warranties that that Seller has made in this clause 5.1.

#### 5.2 General warranties

Each party represents and warrants to the other parties that each of the following statements is true and accurate as at the date of this document and, unless the context otherwise requires, will continue to be so until Completion:

- (a) it has the right to enter into this document and comply with it;
- (b) this document binds it and is enforceable by law;



where it is a corporation, it has taken all necessary corporate and other action to (c) authorise its entry into this document;

To:01300135638#8890

- where it enters into this document as trustee of a trust: (d)
  - each of its rights and obligations under this document is for the benefit of the (1) trust;
  - it has the power to enter into and perform the obligations and transactions (2) contemplated by this document;
  - (3) there are no other trustees of the trust that are not a party to this document;
  - no breach of trust occurs as a result of it entering into this document, and (4)
  - (5) it has the right to be fully indemnified out of the trust assets for obligations incurred under this document;
- (e) nothing in this document conflicts with or results in a breach or default by it under a contract, court order, process or judgment, or a law.

Each party acknowledges that each other party has executed this document and agreed to take part in the transactions that this document contemplates in reliance on the representations and warranties that the first-mentioned party has made in this clause 5.2.

#### 6. Confidentiality

#### Obligation of confidence 6.1

Unless permitted by clause 6.2, each party must keep confidential the existence and content of:

- this document; and (a)
- (b) the negotiations in connection with this document.

#### 6.2 Permitted disclosure

Despite clause 6.1, a party may disclose information it is required to keep confidential under clause 6.1:

- on a confidential basis to its: (a)
  - (1) related bodies corporate or associated entities; and
  - (2) advisers (including lawyers) or representatives if they need to know that information to enable them to advise in connection with this document;
- (b) where the disclosure is with the consent of both parties;
- in connection with any claim relating to this document; (c)
- if this document expressly requires or permits it to disclose that information; or (d)

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(e) if compelled by law or by an authority such as a Government Agency, court or tribunal.

#### 6.3 Compulsory disclosure

If a party is or may be compelled by law or by an authority such as a Government Agency, court or tribunal to disclose information it is required to keep confidential under clause 6.1, it must:

- (a) immediately notify the other party in writing;
- (b) if requested by the other party, at the other party's expense, assist and permit the other party to oppose or restrict disclosure of that information to the maximum extent permitted by law; and
- (c) subject to clause 6.3(b), make disclosure, to the extent possible, on terms that will preserve the strictest confidentiality of that information.

#### 6.4 Continuing obligations

This clause 6 continues to bind each party after that party's other obligations under this document terminate or are otherwise at an end.

## 7. Disputes

#### 7.1 Proceedings suspended

A party must not begin legal proceedings in connection with a dispute arising out of or in connection with this document or refer it to arbitration unless the steps in clauses 7.2 and 7.3 have been followed. However, this limitation does not apply:

- to a party who wants to apply for equitable relief or urgent interlocutory relief (and clauses 7.2 and 7.3 do not apply in those circumstances); or
- (b) to a party who attempts in good faith to comply with clauses 7.2 and 7.3 but cannot do so because the other party does not comply with those clauses.

## 7.2 Notice of dispute

If a dispute arises out of or in connection with this document (including the validity, breach or termination of it), a party may notify the other party to the dispute. The notice must specify the dispute and indicate that the notifying party wants the dispute to be referred to negotiators appointed by each party to the dispute.

#### 7.3 Meeting of Negotiators

- (a) Upon receipt of a notice pursuant to clause 7.2, each party to the dispute must appoint a person to negotiate the dispute (Negotiator) and notify the other party of its appointment.
- (b) The Negotiators must meet (in person, by telephone or otherwise) within 5 Business Days after a notice under clause 7.2 is received (or as they otherwise agree), and negotiate in good faith to try to resolve the dispute.



(c) Each party to the dispute is bound by any settlement agreed to in writing by its Negotiator and must implement the settlement promptly.

### 7.4 Unresolved disputes

If the dispute is not resolved under clause 7.3 within 10 Business Days after a notice under clause 7.2 has been served, a party to the dispute may take any further steps it chooses (including referring the dispute to arbitration or beginning legal proceedings).

#### 7.5 Confidentiality

Each party must keep confidential, all information relating to the subject matter of a dispute as disclosed during or for the purposes of dispute resolution under this clause 7, unless that party is compelled by law or by an authority such as a Government Agency, court or tribunal to disclose that information, in which case the provisions of clause 6.3 will apply (with necessary changes).

#### 8. Notices

#### 8.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.

#### 8.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current address for notices; or
- (c) sent to the party's current address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail.

## 8.3 Particulars for delivery of notices

The particulars for delivery of notices for each party is initially that party's registered office or residential address shown in the 'Parties' section of this document. Each party may change its particulars for delivery of notices by notice to the other party.

#### 8.4 Communications by post

Subject to clause 8.5, a communication is given if posted:

- (a) within Australia to an Australian address, 3 Business Days after posting; or
- (b) In any other case, 10 Business Days after posting.

#### 8.5 After hours communications

If a communication is given after 5.00 pm on a day in the place of receipt, it is taken as having been given at 9.00 am on the next day.



#### 8.6 Process service

Any process or other document relating to a claim made under this document may be served by any method contemplated by this clause 8 or in accordance with any applicable law.

#### 9. General

#### 9.1 Stamp duty

- (a) The Buyer(s) as between the parties is liable for and must pay all duty (including any fine or penalty except where it arises from a default by the Sellers) on or relating to any dutiable transaction evidenced or effected by this document.
- (b) If the Sellers pay any duty (Including any fine or penalty) on or relating to any dutiable transaction evidenced or effected by this document, the Buyer(s) must pay that amount to the Sellers on demand.

#### 9.2 Consideration

Each party acknowledges assuming obligations and granting rights under this document for valuable consideration.

#### 9.3 Legal costs

Apart from the costs of preparing this document, which are to be bome by the Buyer, each party must pay its own legal and other costs of negotiating, executing and performing its obligations under this document.

### 9.4 No merger

No right or obligation of a party under this document merges if a transaction under this document is completed or an obligation of a party under this document ceases or is fully performed.

#### 9.5 Variation, waiver and amendment

- (a) Unless this document expressly states otherwise, a provision of this document or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.
- (b) A failure or delay in exercise, or partial exercise, of a right or power under this document does not result in a waiver of that right or power.
- (c) This document can only be amended, supplemented, replaced or novated by another document signed by all of the parties.

#### 9,6 Further assurances

A party must promptly do whatever another party reasonably requires of them (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind each party and any other person intended to be bound under this document and to give effect to this document and to perform their obligations under it.



#### 9.7 Severability

Any present or future legislation or law which operates to vary the obligations of a party in connection with this document with the result that the party's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

#### 9.8 Assignment

- (a) A party must not assign or transfer or otherwise deal with any right under this document without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

#### 9.9 Specific performance

Each party agree that monetary damages are not a sufficient remedy for the damage which would accrue by reason of fallure by that party to perform its obligations under this document. Each party will therefore be entitled to seek injunctive relief, including specific performance, to enforce each other party's obligations under this document.

#### 9.10 Counterparts

This document may be executed in any number of counterparts. All counterparts, taken together, constitute one document. A party may execute this document by signing any counterpart. Any copy of this document executed and delivered by a party is binding on that party whether or not that or any other copy is executed and delivered by or binding upon any other party.

#### 9.11 Governing law and jurisdiction

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

### 9.12 Entire understanding

- (a) This document contains the entire understanding between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to the other party in respect of those matters.
- (b) No oral explanation or information provided by any party to another:
  - (1) affects the meaning or interpretation of this document; or
  - (2) constitutes any collateral agreement, warranty or understanding between any of the parties.



## Schedule 1- Sale Shares and Share Sale Consideration

Seller	Address	Sale Shares	Amount paid per Share	Total Consideration for Shares
Becamal Pty Ltd (ACN 010 344 895) atf the Gordon Smith Family Trust	109 Gold Creek Road, Brookfield Qld 4069	20,613,531	\$0.12	\$2,473,624
Corostar Pty Ltd (ACN 100 907 711) atf the Campbell Smith Family Trust	'Moreton View Tower', Unit 60, 55 Darragh Street, Kangaroo Point Qld 4169	3,919,116	\$0.12	\$470,293.92
TOTAL		24,532,647		\$2,943,918

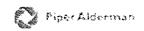
From:Piper Alderman

To:01300135638#8890



# Schedule 2- Buyer(s)

Buyer(s)	Address	Purchase Shares	Total Consideration for Sale Shares @ 12c/ Share
Malt Energy Pty Ltd A.C.N. 163 075 278 and/ or Nominees	63 Thackeray Street, Norman Park, Queensland, 4170	24,532,647	\$2,943,918



Execution

Sellers

Executed by Becamai Pty Ltd ACN 010 344 395 in accordance with section 127(1) of the Corporations Act 2001 (Cth)

Signature of director

BEVERLEY JUNE SMITH

Name (please print)

Executed by Corostar Pty Ltd ACN 190 907 711 in accordance with section 127(1) of the Corporations Act 2001 (Citi)

Signature of director

ALEXANDRA LOUISE BOYD

Name (please print)

Market Market (1880)

Spie Dregton and Sole Secretary

CAMPBELL GORDON SMITH

and the second Name of Sele Director and Sole Secretary

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## Buyer(s)

Executed by Malt Energy Pty Ltd A.C.N. 163 075 278 in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Signature of director

Name (please print)

Signature of director or company secretary\*

\*delete whichever does not apply

Name (please print)