

Form 603
Corporations Act 2001
Section 671B

To Company Name/Scheme Maverick Drilling & Exploration Limited

ACN/ARSN ACN 128 429 158

1. Details of substantial holder (1)

Name RBS Morgans Corporate Limited

ACN/ARSN (if applicable) ACN 010 539 607

The holder became a substantial holder on 18 July 2012

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)
Common Stock	82,244,697	82,244,697	20.37%

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
RBS Morgans Corporate Limited	Power to control disposal of shares subject to restriction deeds	82,244,697 Common stock
RBS Morgans Holdings Pty Ltd ACN 050 413 682	Holds a relevant interest under Sections 608(3)(a) and 608(3)(b)	

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be relevant holder (8)	Class and number of securities
RBS Morgans Corporate Limited	Various per Appendix "A"	Various as per Appendix "A"	82,244,697 Common stock

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	
RBS Morgans Corporate Limited	18 July 2012		Per Appendix "A"	82,244,697

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
RBS Morgans Corporate Limited ACN 010 539 607	Related Body Corporate
RBS Morgans Holdings Pty Ltd ACN 050 413 682	Related Body

7. Addresses

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

Name	Address
RBS Morgans Corporate Limited	Level 29, 123 Eagle Street, Brisbane QLD 4000
RBS Morgans Holdings Pty Ltd	Level 29, 123 Eagle Street, Brisbane QLD 4000

Signature

print name

Jeffrey Oates

capacity Company Secretary

date 25 July 2012

sign here



Annexure "A"

This is Annexure "A" referred to in the Form 063 "notice of initial substantial shareholder. The relevant interest reflects the escrow arrangements entered into by the Directors of Maverick Drilling & Exploration Limited with the Underwriters of the equity placement completed on 19 July 2012.

Signature

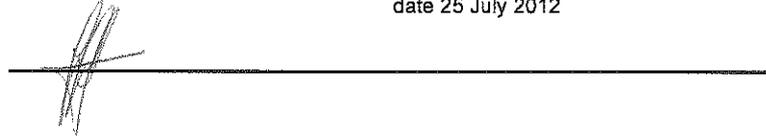
print name

Jeffrey Oates

capacity Company Secretary

date 25 July 2012

sign here

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be 'J. Oates'.

Restriction Deed

Maverick Drilling and Exploration Limited
Credit Suisse (Australia) Limited
RBS Morgans Corporate Limited
Amanterra Grandchildren Holdings, LLC

Allens
Level 31
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Tel +61 7 3334 3000
Fax +61 7 3334 3444
www.allens.com.au

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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans)
4.	Amanterra Grandchildren Holdings, LLC of Suite 4512, 904 W.Montgomery, Willis Street, Texas USA 77378 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 2,000,000 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
- (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Amanterra Grandchildren Holdings, LLC: Suite 4512, 904 W.Montgomery Street
Willis Texas USA 77378
Attention: Brad Simmons
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

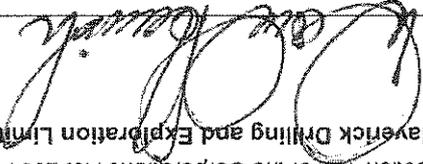
Time is of the essence to this Deed.

Restriction Deed

Allens < Linklaters

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the Corporations Act 2001 by Marenck Drilling and Exploration Limited:

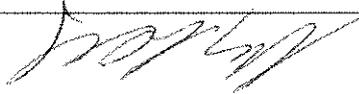


Director Signature

DDV D. HENRICH

Print Name

Executed as a deed in accordance with section 127 of the Corporations Act 2001 by Credit Suisse (Australia) Limited:



Director Signature

Campbell Lobb

Print Name

Executed as a deed in accordance with section 127 of the Corporations Act 2001 by RBS Morgans Corporate Limited:

Director Signature

Director Signature

Print Name

Director Signature

Director Signature

Director/Secretary Signature

Print Name

Director/Secretary Signature

Print Name

John Knox

Director/Secretary Signature



Print Name

ANDREW CRAWFORD

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

Director Signature

Director/Secretary Signature

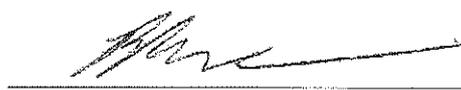
Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



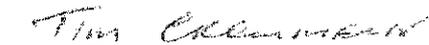
Director Signature



Director/Secretary Signature

Print Name

Print Name



Print Name

Brian Sheahan

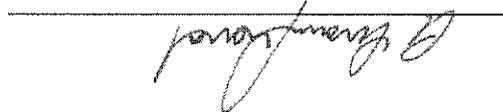
Print Name

Restriction Deed

Aliens > Linklaters

Executed as a deed on behalf of Amanterra
Grandchildren Holdings, LLC by its
authorised signatory in the presence of:

Signature of witness



Name of witness (print)

ANDREW CRAWFORD

Signature of authorised signatory



Name of authorised signatory (print)

Brad Simmons

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Amanterra Ltd

Allens
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Riverside Centre
123 Eagle Street
Brisbane QLD 4000
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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	Amanterra Ltd of Suite 4512, 904 W. Montgomery Street, Willis, Texas USA 77378 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

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Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

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Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 6,480,130 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
- (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Amanterra Ltd: Suite 4512, 904 W. Montgomery Street
Willis Texas USA 77378
Attention: Brad Simmons
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

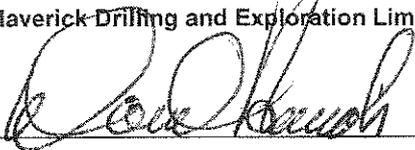
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

Time is of the essence to this Deed.

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature
DON D. HENRICH

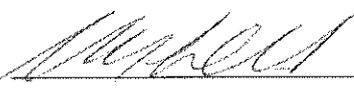
Print Name



Director/Secretary Signature
ANDREW CRAWFORD

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



Director Signature
Campbell Lebb

Print Name



Director/Secretary Signature
John Knox

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited**:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited**:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited**:



Director Signature



Director/Secretary Signature

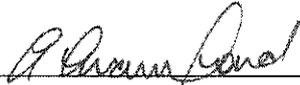
Tim Cromwell

Print Name

Brian Sheahan

Print Name

Executed as a deed on behalf of Amanterra
Ltd by its authorised signatory in the
presence of:



Signature of witness



Signature of authorised signatory

ANDREW CRAWFORD

Name of witness (print)

Brad Simmons

Name of authorised signatory (print)

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Clarke Kent Super Pty Ltd ACN 097 177 716 ATF Clarke Kent
Superannuation Fund

Allens
Level 31
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Tel +61 7 3334 3000
Fax +61 7 3334 3444
www.allens.com.au

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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	Clarke Kent Super Pty Ltd ACN 097 177 716 ATF Clarke Kent Superannuation Fund of PO Box 865, Newcastle, NSW 2300 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 2,000,000 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
- (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Clarke Kent Super Pty Ltd
ACN 097 177 716 ATF
Clarke Kent Superannuation Fund:
PO Box 865
Newcastle NSW 2300
Attention: Lee Clarke
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

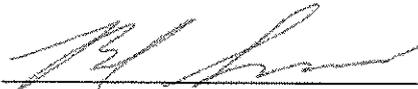
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

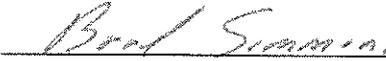
Time is of the essence to this Deed.

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature



Print Name

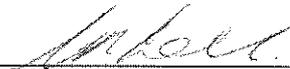


Director/Secretary Signature

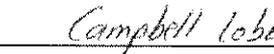


Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



Director Signature



Print Name



Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

Director Signature

Director/Secretary Signature

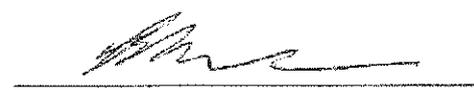
Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



Director Signature



Director/Secretary Signature

Tim Edwards RBS CL 11

Brian Sheahan

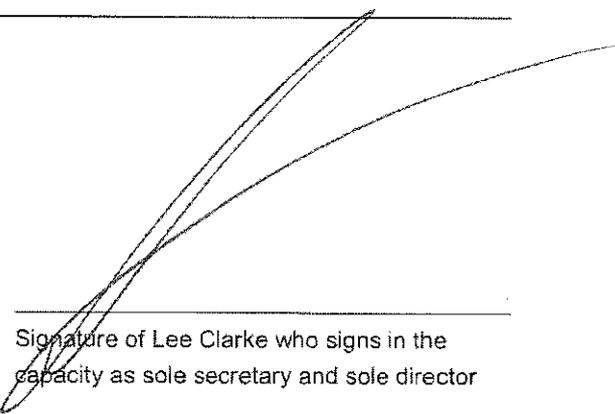
Print Name

Print Name

Restriction Deed

Allens < Linklaters

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Clarke Kent Super Pty Ltd ACN 097 177
716 ATF Clarke Kent Superannuation
Fund:



Signature of Lee Clarke who signs in the
capacity as sole secretary and sole director

Restriction Deed

Allens < Linklaters

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Clarke Kent Super Pty Ltd ACN 097 177
716 ATF Clarke Kent Superannuation
Fund:



Director Signature

Director/Secretary Signature

Derani Clarke

Print Name

Lee Clarke

Print Name

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Don Durst Henrich

Allens
Level 31
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Tel +61 7 3334 3000
Fax +61 7 3334 3444
www.allens.com.au

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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	Don Durst Henrich of 9409 Cedar Crest Drive, Austin, Texas USA 78750 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 12,329,645 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
- (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Don Durst Henrich: 9409 Cedar Crest Drive
Austin Texas USA 78750
Attention: Don Durst Henrich
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

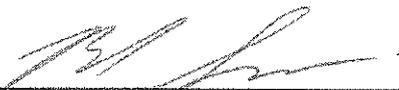
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

Time is of the essence to this Deed.

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature



Print Name

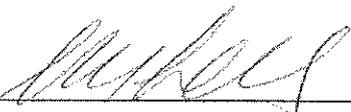


Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



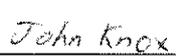
Director Signature



Print Name



Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

Director Signature

Director/Secretary Signature

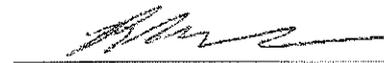
Print Name

Print Name

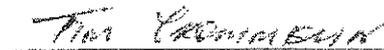
Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



Director Signature



Director/Secretary Signature



Print Name

Brian Sheahan

Print Name

Restriction Deed

Allens > Linklaters

Executed as a deed by Don Durst Henrich
in the presence of:



Signature of witness



Signature of Don Durst Henrich

ANDREW CRAWFORD

Name of witness (print)

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Georgia Henrich

Allens
Level 31
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Tel +61 7 3334 3000
Fax +61 7 3334 3444
www.allens.com.au

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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	Georgia Henrich of 9409 Cedar Crest Drive, Austin, Texas USA 78750 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 36,584,159 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
- (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
- (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a *Notice*) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Georgia Henrich:
9409 Cedar Crest Drive
Austin Texas USA 78750
Attention: Don Durst Henrich
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

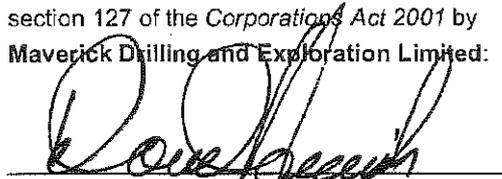
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

Time is of the essence to this Deed.

Executed and delivered as a Deed

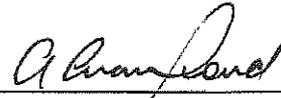
Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature

Don D. Henrich

Print Name



Director/Secretary Signature

ANDREW CRAWFORD

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



Director Signature

Campbell Lobb

Print Name



Director/Secretary Signature

John Knox

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Director Signature

Print Name

Print Name

Director/Secretary Signature

Director/Secretary Signature

Print Name

Print Name

Restriction Deed

Allens & Linklaters

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

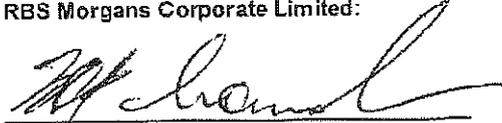
Director Signature

Director/Secretary Signature

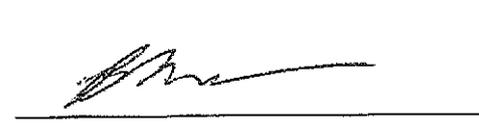
Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



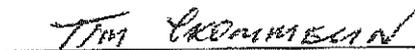
Director Signature



Director/Secretary Signature

Director Signature

Director/Secretary Signature



Print Name

Brian Sheahan

Print Name

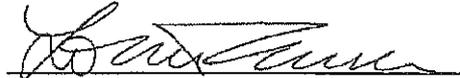
Print Name

Print Name

Restriction Deed

Allens < Linklaters

Executed as a deed by Georgia Henrich in
the presence of:


Signature of witness


Signature of Georgia Henrich

Tunde Cecilia Lorenti
Name of witness (print)

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Joseph Charles Camuglia ATF JCC Investment Trust

Aliens
Level 31
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
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www.allens.com.au

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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of Cl- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	Joseph Charles Camuglia ATF JCC Investment Trust of PO Box 1504, Innisfail, QLD 4860 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 2,000,000 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

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The following rules apply unless the context requires otherwise.

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- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
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- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
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- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

-
- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on it;
 - (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
 - (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
 - (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
 - (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Joseph Charles Camuglia PO Box 1504
ATF JCC Investment Trust: Innisfail QLD 4860
Attention: Joseph Camuglia
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

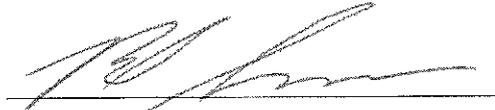
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

Time is of the essence to this Deed.

Executed and delivered as a Deed

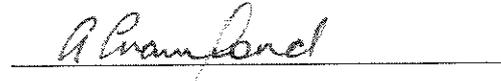
Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



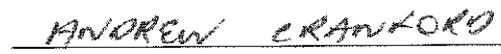
Director Signature



Print Name



Director/Secretary Signature

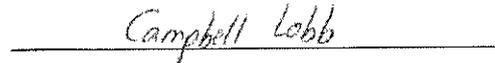


Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



Director Signature



Print Name



Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

Director/Secretary Signature

Print Name

Restriction Deed

Allens < Linklaters

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**





Director Signature

Director/Secretary Signature
Brian Sheahan



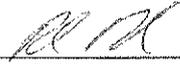
Print Name

Print Name

Restriction Deed

Allens & Linklaters

Executed as a deed by Joseph Charles
Camuglia ATF JCC Investment Trust in
the presence of:



Signature of witness



Signature of Joseph Charles Camuglia



Name of witness (print)

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Joseph Charles Camuglia and Kirsten Ingret Camuglia ATF

Joseph Camuglia Superannuation Fund

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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	Joseph Charles Camuglia and Kirsten Ingret Camuglia ATF Joseph Camuglia Superannuation Fund of PO Box 1504, Innisfail, QLD 4860 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 2,984,936 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
- (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Joseph Charles Camuglia and Kirsten Ingret Camuglia PO Box 1504
Innisfail QLD 4860
ATF Joseph Camuglia Attention: Joseph Camuglia
Superannuation Fund: Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

Time is of the essence to this Deed.

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



Director Signature



Director/Secretary Signature

Director Signature

Director/Secretary Signature



Print Name

Brian Sheahan

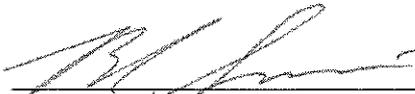
Print Name

Print Name

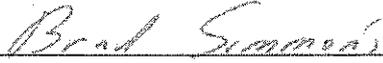
Print Name

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature



Print Name

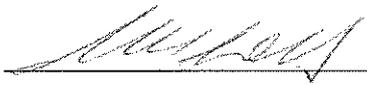


Director/Secretary Signature

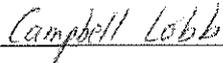


Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



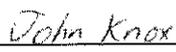
Director Signature



Print Name



Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

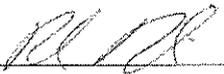
Director/Secretary Signature

Print Name

Restriction Deed

Allens < Linklaters

Executed as a deed by Joseph Charles
Camuglia ATF Joseph Camuglia
Superannuation Fund in the presence of:



Signature of witness



Signature of Joseph Charles Camuglia

Belinda Bible

Name of witness (print)

Executed as a deed by Kirsten Ingret
Camuglia ATF Joseph Camuglia
Superannuation Fund in the presence of:

Signature of witness

Signature of Kirsten Ingret Camuglia

Name of witness (print)

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Kelwick Pty Ltd ACN 064 038 204 ATF Clarke Super Fund

Alens
Level 31
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
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Fax +61 7 3334 3444
www.alens.com.au

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Date	16 July 2012
Parties	<ol style="list-style-type: none"> 1. Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (<i>the Company</i>). 2. Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (<i>Credit Suisse</i>). 3. RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (<i>RBS Morgans</i>). 4. Kelwick Pty Ltd ACN 064 038 204 ATF Clarke Super Fund of PO Box 2453, Ascot, QLD 4007 (<i>Holder</i>).
Recitals	<ol style="list-style-type: none"> A The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012. B Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder. C The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 3,917,826 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (Trustee), under the trust deed for the relevant trust (Trust));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
- (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
- (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a *Notice*) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Kelwick Pty Ltd ACN 064 038 204 ATF Clarke Super Fund:
PO Box 2453
Ascot QLD 4007
Attention: Roger Clarke
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively *Conduct*) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

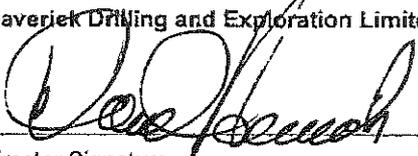
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

Time is of the essence to this Deed.

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature
DON D. HEINRICH

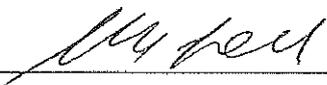
Print Name



Director/Secretary Signature
ANDREW CRAWFORD

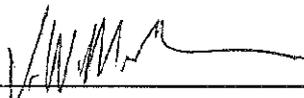
Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



Director Signature
Campbell Lobb

Print Name

 x

Director/Secretary Signature
John Knox

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

Director/Secretary Signature

Print Name

Restriction Deed

Allens < Linklaters

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Kelwick Pty Ltd ACN 064 038 204 ATF
Clarke Super Fund:

16 July 2012



Director Signature

ROGER BRIAN CLARKE

Print Name



Director/Secretary Signature

BARBARA JEAN CLARKE

Print Name

Restriction Deed

Allens & Linklaters

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



Director Signature



Director/Secretary Signature

Brian Sheahan

Print Name

Print Name

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

OH Boss Pty Ltd ACN 106 938 194 ATF OH Boss Trust

Allens
Level 31
Riverside Centre
123 Eagle Street
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Tel +61 7 3334 3000
Fax +61 7 3334 3444
www.allens.com.au

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14.	Counterparts	9
15.	Time of essence	9

Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	OH Boss Pty Ltd ACN 106 938 194 ATF OH Boss Trust of PO Box 865, Newcastle, NSW 2300 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 10,948,001 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes, including, for example,* or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

-
- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on it;
 - (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
 - (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
 - (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
 - (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

-
- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
 - (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited
Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to OH Boss Pty Ltd ACN 106 938 194 ATF OH Boss Trust: PO Box 865
Newcastle NSW 2300
Attention: Lee Clarke
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

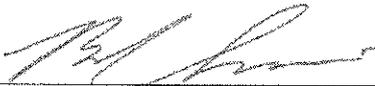
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

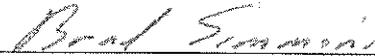
Time is of the essence to this Deed.

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature



Print Name



Director/Secretary Signature

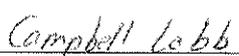


Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



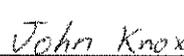
Director Signature



Print Name



Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

Director Signature

Director/Secretary Signature

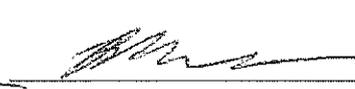
Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



Director Signature



Director/Secretary Signature

Print Name

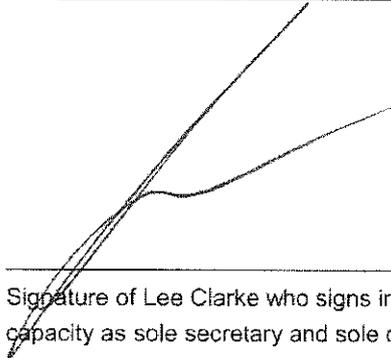
Brian Sheahan

Print Name

Restriction Deed

Allens < Linklaters

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
OH Boss Pty Ltd ACN 106 938 194 ATF
OH Boss Trust:



Signature of Lee Clarke who signs in the
capacity as sole secretary and sole director

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

Salt Dome Pty Ltd ACN 141 495 963 ATF Salt Dome Unit Trust

Allens
Level 31
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Tel +61 7 3334 3000
Fax +61 7 3334 3444
www.allens.com.au

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Date	2012
Parties	
1.	Maverick Drilling and Exploration Limited (ABN 48 128 429 158) of C/- McCullough Robertson Lawyers, Central Plaza Two, Level 11, 66 Eagle Street, Brisbane, QLD 4000 (the Company).
2.	Credit Suisse (Australia) Limited (ABN 94 007 016 300) of Level 31 Gateway, 1 Macquarie Place, Sydney NSW 2000 (Credit Suisse).
3.	RBS Morgans Corporate Limited (ABN 32 010 539 607) of Level 29, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 (RBS Morgans).
4.	Salt Dome Pty Ltd ACN 141 495 963 ATF Salt Dome Unit Trust of PO Box 865, Newcastle, NSW 2300 (Holder).
Recitals	
A	The Holder is the legal holder of the Restricted Securities, which cease to be 'restricted securities' for the purpose of the Listing Rules on 8 September 2012.
B	Credit Suisse and RBS Morgans have been appointed by the Company to manage a placement of Shares and have sought the extension of such restrictions on disposal of the Restricted Securities by the Holder.
C	The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the market it operates as the context requires.

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

Deal means, in respect of any Restricted Security, to do any of the following:

- (a) dispose of, or agree to offer to dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;

- (b) create, or agree to offer to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (d) participate in a return of capital made by the Company.

Escrow Period means the period commencing on 9 September 2012 and ending on (and including):

- (a) 16 October 2012; or,
- (b) if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities (**ASIC Relief**), the earlier of:
 - (i) the relevant date under the ASIC Relief; and
 - (ii) the day the Company releases its quarterly report for the period ending 31 December 2012 to the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issued Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Relevant Interest has the meaning given to that term in the Corporations Act.

Restricted Securities means 2,000,000 fully paid ordinary shares in the Company issued to the Holder, which are currently restricted securities for the purpose of the Listing Rules.

Security Interest means:

- (a) an interest or power:
 - (i) reserved in or over an interest in any securities including, but not limited to, any retention of title; or
 - (ii) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- (b) any agreement to grant or create any interest or power referred to in paragraphs (a)(i) or (a)(ii) of this definition.

Share means a share in the Company.

1.2 Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The singular includes the plural, and the converse also applies.
- (e) A gender includes all genders.
- (f) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (g) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (h) A reference to a clause is a reference to a clause of this Deed.
- (i) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (j) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (k) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (l) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (m) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (n) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (o) Words and expressions defined in the Listing Rules, and not in this Deed, have the meanings given to them in the Listing Rules.
- (p) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be

given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

1.4 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this Deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this Deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Deed to contain a provision and it does not contain such a provision, this Deed is deemed to contain that provision;
- (e) if the Listing Rules require this Deed not to contain a provision and it contains such a provision, this Deed is deemed not to contain that provision; and
- (f) if any provision of this Deed is or becomes inconsistent with the Listing Rules, this Deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow restrictions

- (a) The Holder warrants and represents that during the Escrow Period, the Holder will not Deal in the Restricted Securities without the prior written consent of Credit Suisse and RBS Morgans, which shall not be unreasonably withheld.
- (b) If the Restricted Securities are kept on the certificated subregister, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee nominated in writing by the Company for the Escrow Period as soon as is reasonably practicable after the issue of the Restricted Securities.
- (c) If the Restricted Securities are kept on the Issuer Sponsored Subregister, the Holder hereby agrees to the application of a Holding Lock to the Restricted Securities as soon as is reasonably practicable after the issue of the Restricted Securities.
- (d) For the purpose of paragraph 2(a), it would be unreasonable to withhold such consent in circumstances where:
 - (i) the proposed Dealing in the Restricted Securities (**Sell Down Proposal**) would not occur within four months of the date of this Deed;
 - (ii) the Sell Down Proposal would not involve the sale of any Restricted Securities on-market, and would, in the opinion of Credit Suisse and RBS Morgans acting reasonably, not materially affect the market for Shares having regard to:
 - (A) the number of Restricted Securities the subject of the Sell Down Proposal;

- (B) the operational and share price performance of the Company in the period prior to the Sell Down Proposal;
- (C) the perceived demand for Shares in the market, having regard to the liquidity of Shares; and
- (D) the identity or likely identity of the buyers of the relevant Restricted Securities the subject of the Sell Down Proposal.

3. Exceptions

During the Escrow Period, the Holder may Deal in any of its Restricted Securities to the extent that:

- (a) the Dealing arises solely as a result of the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares (or the entry into any agreement to do so);
- (b) the Dealing arises solely as a result of the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act; or
- (c) the Dealing is required by applicable law (including an order of a court of competent jurisdiction),

provided that:

- (d) in the case of an off-market bid, if the offer is conditional, the bidder and the Holder agree in writing that the Holding Lock will be applied for each Restricted Security that is not bought by the bidder under the off-market takeover bid; and
- (e) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

4. Consequences of breaching this Deed

- (a) If it appears to the Company that the Holder may breach this Deed, the Company must take all steps necessary to prevent the breach, or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary to enforce the Deed, or to rectify the breach;
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies available to the Company; and
 - (iii) the Holder of the Restricted Securities will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

- (c) If the Holder breaches this Deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (d) The parties agree that damages would be an insufficient remedy for breach of clause 2(a) and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's obligation under clause 2(a) without proof of actual damage and without prejudice to any of its other rights or remedies.

5. Notice of breach or suspected breach

If the Holder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company, Credit Suisse and RBS Morgans as soon as practicable after becoming aware of the Dealing, or the matters likely to give rise to a Dealing, and provide full details.

6. Warranties and acknowledgement

6.1 Giving of warranties

The Holder gives the warranties and representations in clause 6.2 in favour of the Company, Credit Suisse and RBS Morgans as at:

- (a) the date of this Deed; and
- (b) at all times until expiry of the Escrow Period.

6.2 Warranties

The Holder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Deed (including, if the Holder has entered into this Deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms;
- (c) this Deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
- (iii) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) if the Holder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (h) if the Holder is a Trustee:
 - (i) the Holder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

6.3 Acknowledgment

The Holder acknowledges that a breach of any of the representations and warranties set out in this clause 6 is a breach of this Deed to which clause 4 applies.

6.4 Survival of representations and warranties

The representations and warranties in this clause 6 survive termination of this Deed.

7. Termination

- (a) This Deed terminates with immediate effect upon the earlier of:
 - (i) expiry of the Escrow Period; and
 - (ii) the disposal of all of the Holder's Restricted Securities where this occurs following an event set out in clause 3.
- (b) As soon as practicable following termination of this Deed, the Company will do all things necessary to remove any restriction on the Restricted Securities, including ensuring that the Holding Lock is released in full.

8. ASIC exemption

The provisions of this Deed take effect on and from the date of this Deed. Despite any other provision in this Deed, the operation after 16 October 2012 of any provision which

would (but for section 609(7) of the Corporations Act) confer a Relevant Interest on Credit Suisse or RBS Morgans is subject to a condition that such provision will only apply with effect from 16 October 2012 if ASIC has, prior to that date, granted an exemption under section 655A of the Corporations Act for the acquisition under this Deed by Credit Suisse and RBS Morgans of a Relevant Interest in the Restricted Securities.

9. Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number below or the address or fax number last notified by the intended recipient to the sender after the date of this Deed;
 - (i) to Maverick Drilling and Exploration Limited: C/- McCullough Robertson Lawyers
Central Plaza Two
Level 11, 66 Eagle Street,
Brisbane, QLD 4000
Attention: Derek Pocock
Fax No: 61 7 3229 9949;
 - (ii) Credit Suisse (Australia) Limited Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Attention: Adam Lennen
Fax No: 61 2 8205 4394
 - (iii) RBS Morgans Corporate Limited Level 29, Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Attention: Anthony Kirk
Fax No: 61 7 3831 0593
 - (iv) to Salt Dome Pty Ltd ACN 141 495 963 ATF Salt Dome Unit Trust: PO Box 865
Newcastle NSW 2300
Attention: Lee Clarke
Fax No: 61 3229 9949; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is

not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

10. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

11. Amendment

This Deed may be amended only by another deed executed by all the parties.

12. Further assurances

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

13. Governing law and jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

14. Counterparts

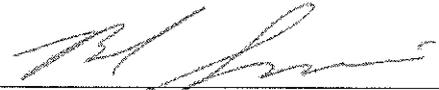
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

15. Time of essence

Time is of the essence to this Deed.

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**



Director Signature



Print Name



Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**



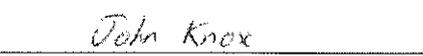
Director Signature



Print Name



Director/Secretary Signature



Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed and delivered as a Deed

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Maverick Drilling and Exploration Limited:**

Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Credit Suisse (Australia) Limited:**

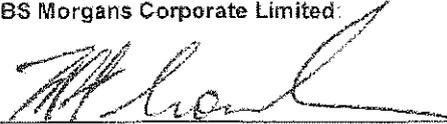
Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **RBS Morgans Corporate Limited:**



Director Signature



Director/Secretary Signature

Director Signature

Director/Secretary Signature



Print Name

Brian Sheahan

Print Name

Restriction Deed

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Salt Dome Pty Ltd ACN 141 495 963 ATF
Salt Dome Unit Trust:

Director Signature

Director/Secretary Signature

LEE ANTHONY CLARKE

JOSEPH CAMMOLIA

Print Name

Print Name