

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Maverick Drilling & Exploration Limited

ACN/ARSN 128 429 158

1. Details of substantial holder (1)

Name Maverick Drilling & Exploration Limited

ACN/ARSN (if applicable) 128 429 158

There was a change in the interests of the substantial holder on

10/09/2012

The previous notice was given to the company on

03/09/2012

The previous notice was dated

03/09/2012

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	136,112,857	31.79%	82,244,697	18.17%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
10/09/2012	Maverick Drilling & Exploration Limited	Release of 136,112,857 shares from mandatory escrow	N/A	136,112,857 fully paid ordinary shares	136,112,857
10/09/2012	Maverick Drilling & Exploration Limited	Continuation of 82,244,697 shares under voluntary escrow	N/A	82,244,697 fully paid ordinary shares	82,244,697

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Maverick Drilling & Exploration Limited	Refer to Annexure B	-	Maverick has a relevant interest in its own securities as a result of various voluntary restriction agreements entered into with shareholders which give it the power to control the exercise of a power to dispose of those securities for the purpose of section 608(1). A pro forma copy of the mandatory restriction agreement is attached as Annexure A .	82,244,697 fully paid ordinary shares	82,244,697

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

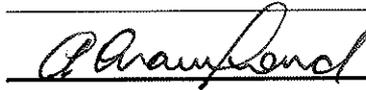
The addresses of persons named in this form are as follows:

Name	Address
Maverick Drilling & Exploration Limited	C/- McCullough Robertson Lawyers, Level 11 66 Eagle Street, Brisbane QLD 4000

Signature

print name Andrew Crawford capacity Company Secretary

sign here



date 10 September 2012

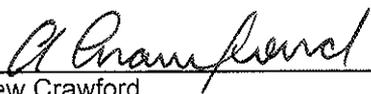
DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

**ANNEXURE A – Voluntary Restriction Agreement
Maverick Drilling & Exploration Limited ACN 128 429 158**

This is Annexure A of 13 pages referred to in Form 604 (Notice of change of interests of substantial holder).



Andrew Crawford
Company Secretary, Maverick Drilling & Exploration Limited

Date: 10 September 2012

Restriction Deed

Maverick Drilling and Exploration Limited

Credit Suisse (Australia) Limited

RBS Morgans Corporate Limited

«Holder»

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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Table of Contents

1.	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation	2
1.3	Consents or approvals	3
1.4	Compliance with Listing Rules	4
2.	Escrow restrictions	4
3.	Exceptions	5
4.	Consequences of breaching this Deed	5
5.	Notice of breach or suspected breach	6
6.	Warranties and acknowledgement	6
6.1	Giving of warranties	6
6.2	Warranties	6
6.3	Acknowledgment	7
6.4	Survival of representations and warranties	7
7.	Termination	7
8.	ASIC exemption	7
9.	Notices	8
10.	Entire agreement	9
11.	Amendment	9
12.	Further assurances	9
13.	Governing law and jurisdiction	9
14.	Counterparts	9
15.	Time of essence	9

Date	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 (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. «Holder» of «Address_Line_1», «Address_Line_2», «Address_Line_3» «Postcode» (Holder).
Recitals	<p>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.</p> <p>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.</p> <p>C The Holder undertakes to the Company, Credit Suisse and RBS Morgans to be bound by the terms and conditions of this Deed.</p>

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 «Shares» 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: (07) 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 «Holder»: «Address_Line_1»
«Address_Line_2» «Address_Line_3»
«Postcode»
Attention: «Attention»
Fax No: «Fax»; 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

Print Name

Print Name

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
«Holder»:

Director Signature

Director/Secretary Signature

Print Name

Print Name

**ANNEXURE B – Details of registered holders (voluntary restrictions)
Maverick Drilling & Exploration Limited ACN 128 429 158**

This is Annexure B of 1 page referred to in Form 604 (Notice of change of interests of substantial holder).



Andrew Crawford
Company Secretary, Maverick Drilling & Exploration Limited

Date: 10 September 2012

Maverick Drilling & Exploration Limited
Annexure B - Voluntary Restriction Agreements

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Number of securities	Class of securities
Maverick Drilling & Exploration Limited	OH Boss Pty Ltd ATF OH Boss Trust	OH Boss Pty Ltd ATF OH Boss Trust	10,948,001	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Clarke Kent Super Pty Ltd ATF Clarke Kent Superannuation Fund	Clarke Kent Super Pty Ltd ATF Clarke Kent Superannuation Fund	2,000,000	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Amantera, Ltd.	Amantera, Ltd.	6,480,130	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Don Henrich	Don Henrich	12,329,645	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Georgia Henrich	Georgia Henrich	36,584,159	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Kich Pty Ltd ATF The Kich Trust	Kich Pty Ltd ATF The Kich Trust	1,000,000	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Joseph & Kirsten Camuglia ATF Joseph Camuglia Super Fund	Joseph & Kirsten Camuglia ATF Joseph Camuglia Super Fund	2,984,936	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Joseph Camuglia ATF JCC Investment Trust	Joseph Camuglia ATF JCC Investment Trust	2,000,000	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Amanterra Grandchildren Holdings, LLC	Amanterra Grandchildren Holdings, LLC	2,000,000	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Salt Dome Pty Ltd ATF Salt Dome Unit Trust	Salt Dome Pty Ltd ATF Salt Dome Unit Trust	2,000,000	Fully paid ordinary shares
Maverick Drilling & Exploration Limited	Kelwick Pty Ltd ATF Clarke Kent Super Fund	Kelwick Pty Ltd ATF Clarke Kent Super Fund	3,917,826	Fully paid ordinary shares
		TOTAL	82,244,697	
		Total number of shares on issue	452,726,751	
		Voting power	18.17%	