ASX Announcement / Media Release

19 April 2012

COOPER ENERGY AND SOMERTON ENERGY MERGER

Highlights

- Cooper and Somerton have agreed to merge via a recommended off-market takeover bid under which Cooper will acquire all of the shares in Somerton.
- Cooper and Somerton have entered into a MIA to progress the Offer.
- The Offer represents a 56% premium to Somerton's closing share price on 18 April 2012.
- The Voting Directors of Somerton[1] recommend that Somerton shareholders **ACCEPT** the Offer in the absence of a superior proposal.
- All of the directors of Somerton, along with a number of Somerton shareholders have entered into pre-bid acceptance agreements in respect of 19% of Somerton's issued shares.[2]
- The merger is consistent with Cooper's strategy to grow its presence in the Otway Basin and, along with existing assets and corporate activity, to build a well-funded production and exploration company focused on shareholder return.

Cooper and Somerton Merger

The Boards of Cooper Energy Limited (**ASX: COE**) **("Cooper")** and Somerton Energy Limited (**ASX: SNE**) (**"Somerton"**) advise that they have agreed to merge via Cooper making a recommended off-market takeover bid ("**Offer**") for all of the shares in Somerton.

Cooper and Somerton have entered into a Merger Implementation Agreement ("**MIA**") to progress the Offer.

Offer terms

Cooper will offer all Somerton shareholders the choice of either:

(a) one Cooper Share for every 2.8 Somerton Shares **("All Shares Alternative"**); or

(b) one Cooper Share for every 4.73 Somerton Shares plus 9 cents for each Somerton share ("**Shares and Cash Alternative**").

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[1] Mr Robert Kennedy has abstained from making a recommendation due to being the non-executive Chairman of both Somerton and its largest shareholder Beach Energy Limited.

[2] Notwithstanding note 1 above, Mr Robert Kennedy has entered into a pre-bid acceptance agreement in respect of all shares owned or controlled by him.

Based on Cooper's closing share price on 18 April 2012 of 61 cents, the All Shares Alternative is valued at 21.8 cents per Somerton share and the Shares and Cash Alternative is valued at 21.9 cents - valuing Somerton at around $31.5 million.[3]

The All Shares Alternative value of 21.8 cents represents a premium of:

- 56% to Somerton's closing share price of 14.0 cents on 18 April 2012, being the last trading day prior to the announcement; and
- 46% to Somerton's 30 day volume weighted average price of 15.0 cents.[4]

The Offer is to be subject to standard conditions as set out in **Schedule 1** of this announcement, including a 90% minimum acceptance condition.

Further details of the Offer will be provided in a Bidder's Statement which is currently expected to be mailed to Somerton shareholders, along with the Target's Statement, by mid May 2012.

Greater Australian Focus

The boards of both Cooper and Somerton believe there is a compelling strategic rationale for the merger. Combining the complementary assets and technical expertise of both companies together with Cooper's strong cash balance and cash flow creates a focused oil and gas production and exploration company. The merged company will have a strong onshore Australia position in the Cooper, Otway and Gippsland basins (see attached maps).

Strengthened Cooper Board

Upon Cooper being entitled to commence compulsory acquisition of Somerton shares, Cooper will appoint Mr Hector Gordon (currently Managing Director of Somerton), as an Executive Director on the Cooper Board.

Voting Directors of Somerton Recommend the Offer

The Voting Directors of Somerton[5] recommend that all Somerton shareholders **ACCEPT** the Offer in the absence of a superior proposal. Furthermore, each Somerton director[6] has entered into a pre-bid acceptance agreement in relation to all shares owned or controlled by him.

Cooper and Somerton have entered into a MIA to progress the Offer. Amongst other provisions, the MIA restrains Somerton from soliciting competing proposals and provides for a break fee payable to Cooper in certain circumstances. The MIA also provides for a reverse break fee payable to Somerton in certain circumstances. A copy of the MIA is attached at **Schedule 2** of this announcement.

[3] On a fully diluted basis.
[4] Based on the 30 trading days up to and including 18 April 2012.
[5] Mr Robert Kennedy has abstained from making a recommendation due to being the non-executive Chairman of both Somerton and its largest shareholder Beach Energy Limited.
[6] Refer to note 2 above regarding Mr Robert Kennedy.

Support of Somerton Shareholders

Cooper has entered into **pre-bid acceptance agreements** with a number of Somerton shareholders, including all members of the Somerton Board of Directors for their entire holding, and other major shareholders, in respect of a total of 19% of Somerton's issued shares. Under the pre-bid acceptance agreements, these shareholders have agreed to accept the Offer within two business days of receiving the Offer.

Cooper Managing Director Mr David Maxwell said: "Somerton's assets are a complementary fit in line with Cooper's strategy and the merger will significantly enhance our position in the Otway Basin. The merged company will be in a very strong financial position to pursue organic growth opportunities and corporate activity to further add value and enhance shareholder return. The proposed merger provides the opportunity for Somerton shareholders to also participate in this growth."

Somerton Managing Director Mr Hector Gordon said: "We believe the merger with Cooper is a logical transaction that will create value for Somerton shareholders. The merged entity will have a dominant position in the Otway Basin and the financial strength to progress the exploration and development of emerging plays in this region. Somerton shareholders will also benefit from being part of a much larger ASX listed company with an attractive mix of production and high-impact exploration opportunities."

Cooper has engaged Euroz Securities Limited as financial adviser and Squire Sanders as legal adviser.

Somerton has engaged GMP Securities Australia Pty Ltd as financial adviser and TressCox Lawyers as legal adviser.

For further information please contact:

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About Cooper Energy

Since listing on the ASX in 2002, Cooper has built a portfolio of near term low risk development and appraisal projects as well as high impact exploration prospects. Cooper currently benefits from approximately 1,700 barrels of oil per day net production from the Cooper Basin, South Australia, with approximately 150 barrels of oil per day gross production from its Sukananti field in Indonesia. Cooper also has prospective exploration licenses in Australia (Cooper and Otway Basins), Tunisia, Indonesia and Poland.

Cooper enjoys a solid balance sheet, good production earnings, and has a clear strategy to enhance shareholder return built primarily around its core assets in the Cooper and Otway basins and Tunisia.

www.cooperenergy.com.au

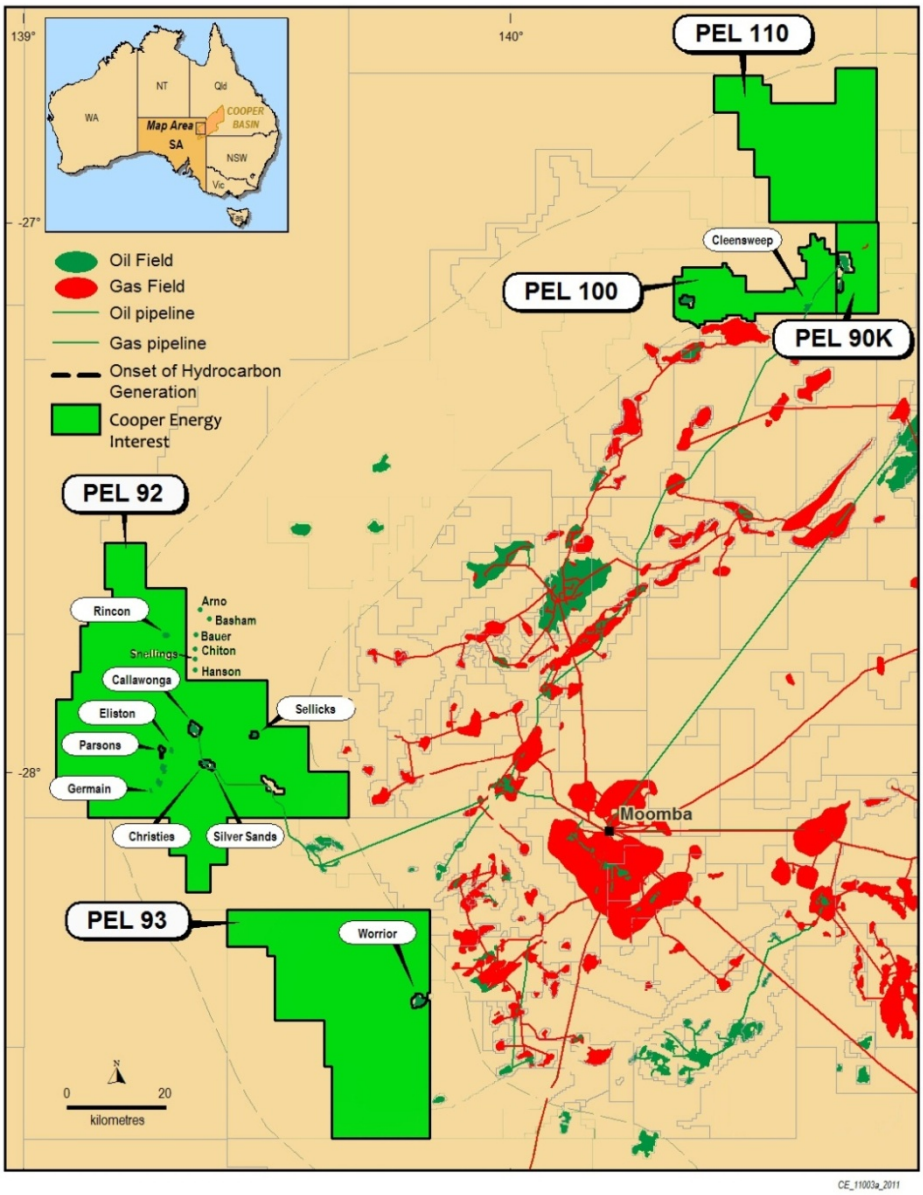
About Somerton Energy

Somerton Energy Limited is a petroleum exploration company, listed on the ASX and based in Adelaide, South Australia. Somerton's strategic focus is on unconventional oil and gas plays and other high impact petroleum projects, primarily in the onshore Otway and Gippsland Basins of Victoria and South Australia, where it holds interests in seven petroleum tenements.

www.somertonenergy.com.au

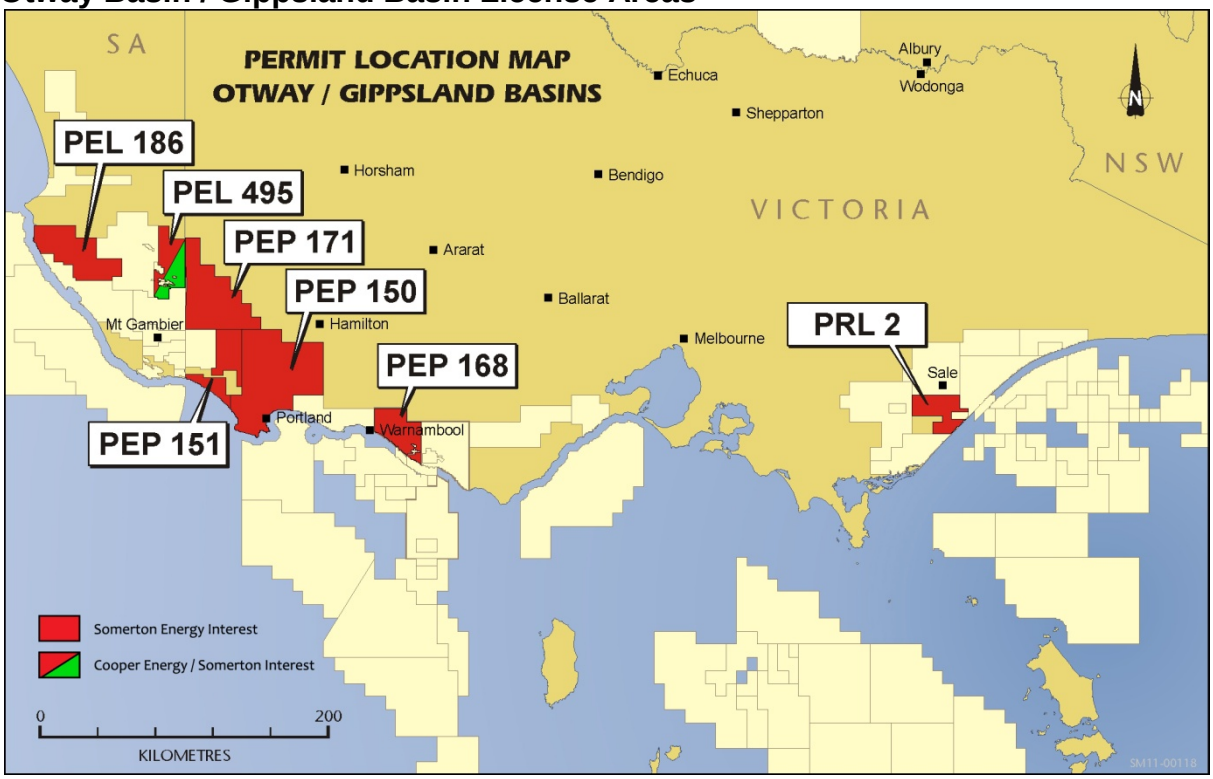
Appendix 1

Cooper Basin License Areas



Licence	Cooper Working Interest	Somerton Working Interest
PEL 90 (Kiwi)	25%	0%
PEL 92	25%	0%
PEL 93	30%	0%
PEL 100	19.165%	0%
PEL 110	20%	0%

Otway Basin / Gippsland Basin License Areas



Licence	Cooper Working Interest	Somerton Working Interest	Basin
PEL 495	50%	15%	Otway
PEL 186	0%	33.33%	Otway
PEP 150	0%	20%	Otway
PEP 151	0%	75%	Otway
PEP 168	0%	50%	Otway
PEP 171	0%	25%	Otway
PRL 2	0%	16.7%[7]	Gippsland

Beach Energy Limited has granted Somerton options to earn interests in acreage in the Bonaparte Basin including up to an 18% interest in EP 126 and EPA 138 and up to a 10% interest in EPA 135 and NTC/P10 under the same farm-in terms as Beach Energy Limited has agreed with Territory Oil and Gas Pty Limited. These options are subject to a change of control provision.

[7] Somerton earning up to 16.7%

Schedule 1 – Offer Conditions

1 MINIMUM ACCEPTANCE CONDITION

Before the close of the Offer Period Cooper and its Associates have Relevant Interests in at least 90% (by number) of all issued Somerton Shares.

2 NO PRESCRIBED OCCURRENCES

That during the period from the date that the Offer is announced to the close of the Offer Period (each inclusive), none of the events or circumstances referred to in sections 652C(1) and (2) of the Corporations Act, happens to Somerton.

3 CONDUCT OF SOMERTON'S BUSINESS

None of the following events occurs during the Offer Period without the prior written consent of Cooper:

(a) Somerton or a subsidiary of Somerton makes a change in its constitution or passes a special resolution;

(b) Somerton or a subsidiary of Somerton borrows or agrees to borrow any money (except for temporary borrowing from its bankers in the ordinary course of its business);

(c) Somerton or a subsidiary of Somerton releases, discharges or modifies a substantial obligation to it of any person, firm or corporation, or agrees to do so;

(d) Somerton or a subsidiary of Somerton appoints any additional director to its board of directors whether to fill a casual vacancy or otherwise;

(e) Somerton or a subsidiary of Somerton enters into or agrees to enter into any contract of service or varies or agrees to vary any existing contract of service with any director or manager, or pays or agrees to pay any retirement benefit or allowance to any director, manager or other employee, or makes or agrees to make any substantial change in the basis or amount of remuneration of any director, manager or other employee (except as required by law or provided under any superannuation, provident or retirement scheme as in effect on the Execution Date);

(f) Somerton or a subsidiary of Somerton conducts its business otherwise than in the ordinary course;

(g) Somerton or a subsidiary of Somerton creates or agrees to create, any mortgage, charge, lien or other encumbrances over the whole, or a substantial part, of its business or property, other than for any hire purchase agreement or similar arrangement which is entered into after the Execution Date in connection with the purchase of any single item of plant and equipment for less than $500,000;

(h) Somerton or a subsidiary of Somerton increases the total remuneration for its employees by greater than 5% or otherwise varies the employment arrangements with any of its employees;

(i) Somerton or a subsidiary of Somerton increases the remuneration of its non-executive directors or otherwise varies the employment arrangements with any of its non-executive directors;

(j) Somerton or a subsidiary of Somerton accelerates the rights of any of its non-executive directors, senior executives or employees to compensation or benefits of any kind (including under any Somerton executive or employee share plans) other than pursuant to the vesting of the Somerton Incentive Rights;

(k) Somerton or a subsidiary of Somerton pays any of its non-executive directors, senior executives or employees a termination or retention payment (otherwise than in accordance with a contract in place at the Execution Date);

(l) Somerton or a subsidiary of Somerton waives any material third party default; or

(m) Somerton or a subsidiary of Somerton makes any changes to its accounting practices or policies, other than to comply with generally accepted Australian accounting standards and any domestically accepted international accounting standards or electing to form a consolidated group for the purposes of the *Income Tax Assessment Act 1997* (Cth).

4 MATERIAL ACQUISITIONS AND DISPOSALS

None of the following events occurs during the Offer Period without the prior written consent of Cooper:

(a) Somerton or a subsidiary of Somerton acquires, offers to acquire or agrees to acquire an interest in one or more assets for an amount in aggregate greater than $500,000;

(b) Somerton or a subsidiary of Somerton disposes, offers to dispose or agrees to dispose of one or more assets (or an interest in one or more assets) for an amount in aggregate greater than $500,000;

(c) Somerton or a subsidiary of Somerton enters into or offers to enter into any joint venture or partnership involving a commitment of greater than $500,000; or

(d) other than in the ordinary course of business, Somerton or a subsidiary of Somerton incurs, or commits to, or grants to another person, a right, the exercise of which would involve Somerton or a subsidiary of Somerton incurring or committing to any capital expenditure or liability for one or more related items of greater than $500,000.

5 WITHDRAWAL OF SOMERTON SUPPORT

During the Offer Period:

(a) the Somerton Board does not make any public statement that it no longer supports the Bid; or

(b) a member of the Somerton Board does not withdraw his recommendation previously made or indicate that he or any associate of his does not intend to accept the Offer.

6 NO ACTION BY GOVERNMENTAL AGENCY ADVERSELY AFFECTING THE BID

During the Offer Period:

(a) there is not in effect any preliminary or final decision, order or decree issued by a Governmental Agency;

(b) no action or investigation is instituted, or threatened with respect to Somerton or any subsidiary of Somerton; and

(c) no application is made to any Governmental Agency,

in consequence of, or in connection with the Bid which restrains, prohibits or impedes or threatens to restrain, prohibit or impede, or may otherwise materially adversely impact upon the making of the Bid or the completion of any transaction contemplated by the Bid or seeks to require the divestiture by Cooper of any Somerton Shares or the divestiture of any assets by Somerton or any subsidiary of Somerton or by Cooper or any subsidiary of Cooper.

7 EQUAL ACCESS TO INFORMATION

Between the date that the Offer is announced and the close of the Offer Period (each inclusive), Somerton promptly (and in any event within two business days) provides to Cooper a copy of all information that is not generally available (within the meaning of the Corporations Act) relating to Somerton or any related body corporate of Somerton or any of their respective officers, employees, advisers or agents that has been provided to any person (other than Cooper) for the purpose of soliciting, encouraging or facilitating a proposal or offer by that person, or any other person, in relation to a transaction under which:

(a) any person (together with its associates) may acquire voting power of 10% or more in Somerton (whether by way of takeover bid, compromise or arrangement under Part 5.1 of the Corporations Act, or otherwise);

(b) any person may acquire, directly or indirectly (including by way of joint venture, dual listed company structure or otherwise), any interest in all or a substantial part of the business or assets of Somerton or of any related body corporate of Somerton; or

(c) that person may otherwise acquire control, of or merge or amalgamate with, Somerton.

8 APPROVALS BY GOVERNMENTAL AGENCY

Before the close of the Offer Period, all regulatory approvals or consents that are required by law, regulation or regulatory policy as are necessary to permit:

(a) the Offer to be lawfully made to and accepted by holders of Somerton Shares in all applicable jurisdictions;

(b) the acquisition of Somerton Shares by Cooper; or

(c) completion of the transactions contemplated by the Bidder's Statement, including the full, lawful and effectual implementation of the intentions set out in the Bidder's Statement,

are granted, given, made or obtained on an unconditional basis, remain in full force and effect, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew.

9 NO MATERIAL FAILING IN FILINGS

During the Offer Period, Cooper does not become aware of any document filed by or on behalf of Somerton with ASX or ASIC containing a statement which is incorrect or misleading in any material particular or from which there is a material omission (in such circumstance, materiality being determined by reference to the business and assets of Somerton taken as a whole).

10 NON-EXISTENCE OF CERTAIN RIGHTS

No person has any right (whether subject to conditions or not) as a result of the acquisition of all the Somerton Shares by Cooper pursuant to the Bid to:

(a) acquire, or require Somerton or a subsidiary of Somerton to dispose of, or offer to dispose of, any material asset of Somerton or a subsidiary of Somerton;

(b) terminate or vary any material agreement with Somerton or a subsidiary of Somerton; or

(c) accelerate or adversely modify the performance of any obligations of Somerton or any of its subsidiaries in a material respect under any material agreements, contracts or other legal arrangements.

11 NO MATERIAL ADVERSE CHANGE TO SOMERTON

No 'specified event' occurs which has or could reasonably be expected to have, a materially adverse effect on the:

(a) permits, assets, liabilities, financial position, performance, profitability or prospects of Somerton and/or its subsidiaries taken as a whole or any of them; or

(b) status or terms of (or rights attaching to) any material Approvals from any Governmental Agency applicable to Somerton, any of its subsidiaries or any of their permits,

including:

(c) any creditor demanding repayment of a debt of $500,000 or more;

(d) any person accelerating or adversely modifying the performance of any obligation of Somerton or any of its subsidiaries under any material agreements, contracts or other legal arrangements; and

(e) any permit not being renewed on normal commercial terms,

but does not include any change:

(f) fairly disclosed to Cooper on or before the Execution Date (including as a result of disclosures made to ASX);

(g) occurring as a result of any matter, event or circumstance required by this Agreement, the Bid or the transactions contemplated by them; or

(h) approved in writing by Cooper.

For the purposes of this section, a 'specified event' is:

(i) an event or occurrence that occurs or is discovered during the Offer Period;

(ii) an event or occurrence that occurs prior to the Offer Period but is only announced or publicly disclosed on or after the date that the Offer is announced; or

(iii) an event or occurrence that will or is likely to occur following the Offer Period and which has not been publicly announced prior to the date that the Offer is announced.

12 S&P/ASX 200 INDEX

During the Offer Period, the S&P/ASX 200 Index does not fall more than 20% below its level as at date that the Offer is announced.

13 TERMINATION OF STRATEGIC ALLIANCE

Prior to the expiry of the Offer Period, Beach Energy Limited and Somerton enter into a deed of termination in relation to the strategic alliance between them dated 13 August 2010 which is conditional only upon the minimum acceptance condition being satisfied and all other conditions of the Bid being either satisfied or waived.

The capitalised terms below have the following meanings in this Schedule 1:

Approval means a licence, authority, consent, approval, order, exemption, waiver, ruling or decision;

ASIC means the Australian Securities and Investments Commission;

Associate has the meaning given to that term by section 12 of the Corporations Act as if section 12(1) of the Corporations Act included an associate reference occurring in this schedule;

ASX means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange;

Bid means an off-market bid under Chapter 6 of the Corporations Act under which Cooper offers to acquire all of the Somerton Shares for the Bid Consideration and otherwise on terms no less favourable to Somerton Shareholders than those contemplated by the merger implementation agreement;

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

End Date means the earlier of:

(a) the end of the Offer Period; and

(b) five months after the Execution Date;

Execution Date means the date on which the last party to execute the merger implementation agreement does so;

Governmental Agency means any government or any governmental, semi-governmental, administrative, statutory or judicial entity, authority or agency, whether in Australia or elsewhere, including the Australian Competition and Consumer Commission (but excluding the Takeovers Panel, ASIC and any Court that hears or determines proceedings under 657G or proceedings commenced by a person specified in section 659B(1) of the Corporations Act in relation to the Bid). It also includes any self-regulatory organization established under statute or any stock exchange;

Offer Period means the period during which the Offer is open for acceptance;

Parties means Cooper and Somerton;

Relevant Interest has the meaning given to that term by section 9 of the Corporations Act;

Somerton Board means the board of directors of Somerton;

Somerton Incentive Rights means the 2,000,000 incentive rights on issue to Mr Hector Gordon which are convertible into ordinary fully paid shares in Somerton upon exercise, have an expiry date of 30 June 2013 and vest as follows:

(a) 1,000,000 on 22 April 2012; and

(b) 1,000,000 on 22 April 2013;

Somerton Shareholders means the registered holders of the Somerton Shares; and

Somerton Shares mean all of the ordinary fully paid shares on issue in Somerton on the date set by Cooper for the purposes of section 633(3) of the Corporations Act, together with all other shares which come into the bid class as a result of the exercise of the Somerton Incentive Rights.

Schedule 2 – Merger Implementation Agreement

DATED 18 APRIL 2012

COOPER ENERGY LIMITED

and

SOMERTON ENERGY LIMITED

MERGER IMPLEMENTATION AGREEMENT

SQUIRE SANDERS

Squire Sanders (AU)
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152 - 158 St Georges Terrace
Perth WA 6000
Australia
DX 124 Perth

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Reference: AKS 60-1496177

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DETAILS

Date

Parties

Name	**Cooper Energy Limited**
ABN	93 096 170 295
Short form name	**Cooper**
Notice details	Private and Confidential Attention: Mr David Maxwell, Managing Director 288-292 Churchill Avenue Subiaco, WA 6008

Name	**Somerton Energy Limited**
ABN	38 089 956 150
Short form name	**Somerton**
Notice details	Attention: Mr Hector Gordon, Managing Director Level 5, 70 Pirie Street Adelaide, SA 5000

Introduction

A The Parties wish to record their agreement to act in good faith and co-operate with each other, on the terms of this Agreement, in implementing a merger of Cooper and Somerton by way of an off-market bid by Cooper for all of the Somerton Shares.

AGREED TERMS

1 DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this document:

Agreed Announcement means an announcement regarding the Bid in the form contained in Annexure A;

Agreement means this agreement;

Approval means a licence, authority, consent, approval, order, exemption, waiver, ruling or decision;

ASIC means the Australian Securities and Investments Commission;

Associate has the meaning given to that term by section 12 of the Corporations Act as if section 12(1) of the Corporations Act included an associate reference occurring in this document.

ASX means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange;

ASX Listing Rules means the listing rules of ASX;

Bid means an off-market bid under Chapter 6 of the Corporations Act under which Cooper offers to acquire all of the Somerton Shares for the Bid Consideration and otherwise on terms no less favourable to Somerton Shareholders than those contemplated by this Agreement;

Bid Condition Precedent means the condition precedent set out in clause 2.1;

Bid Consideration means a choice for the holders of Somerton Shares of either:

(a) All Shares - Cooper Shares to be offered to the holders of Somerton Shares in the ratio of 1 Cooper Share for every 2.8 Somerton Shares; or

(b) Cash and Shares:

  (i) cash to be offered to the holders of Somerton Shares in the ratio of 9 cents for every 1 Somerton Share; plus

  (ii) Cooper Shares to be offered to the holders of Somerton Shares in the ratio of 1 Cooper Share for every 4.73 Somerton Shares,

provided that, in relation to any Somerton Shareholders resident in jurisdictions outside Australia and New Zealand, the Cooper Shares that would otherwise have been issued to them under the Bid will be issued to a nominee appointed for that purpose by Cooper who will sell those shares on the Somerton Shareholders' behalf and account to the relevant Somerton Shareholders for the net proceeds of those sales.

Bidder's Statement means the bidder's statement required under the Corporations Act to be prepared by Cooper in relation to the Bid;

Break Fee means $330,000, being 1% of the value of the Bid Consideration calculated at a price of 62 cents per Cooper Share;

Business Day means a weekday on which trading banks are open for business in Perth, Western Australia;

Claim means a claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained actual or contingent;

Competing Proposal means any expression of interest, proposal or offer by any person (other than Cooper or its associates) made in writing to Somerton to evaluate or enter into any transaction (whether a scheme of arrangement, a takeover bid or otherwise) under which, other than as required or contemplated by the Bid:

(a) that person (together with its associates) may acquire a relevant interest in 10% or more of the Somerton Shares;

(b) that person may acquire, directly or indirectly (including by way of joint venture, dual listed company structure, strategic alliance or otherwise), any interest in all or a substantial part of the business or assets of Somerton;

(c) that person may otherwise acquire control of, or merge or amalgamate with Somerton; or

(d) any acquisition of, or agreement to acquire, a relevant interest in 10% or more of the Somerton Shares by any person (other than Cooper or its associates);

Conditions means the conditions described in Schedule 1;

Control has the meaning ascribed to it by the Corporations Act;

Cooper Board means the board of directors of Cooper;

Cooper Due Diligence Information means all information relating to the business, assets, liabilities, operations, profits and losses, financial position and performance of Cooper and its subsidiaries provided to or obtained by Somerton or its advisers;

Cooper Due Diligence Investigations means the review carried out by Somerton of the Cooper Due Diligence Information;

Cooper Indemnified Parties means Cooper and its directors and employees;

Cooper Representations and Warranties means the representations and warranties of Cooper in Schedule 3;

Cooper Share means an ordinary fully paid share in Cooper;

Cooper Shareholders means the registered holders of Cooper Shares;

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

Counterproposal has the meaning ascribed to it in clause 6.7;

End Date means the earlier of:

(a) the end of the Offer Period; and

(b) five months after the Execution Date;

Exclusivity Period means the period from the Execution Date to the End Date;

Execution Date means the date on which the last Party to execute this Agreement does so;

Governmental Agency means any government or any governmental, semi-governmental, administrative, statutory or judicial entity, authority or agency, whether in Australia or elsewhere, including the Australian Competition and Consumer Commission (but excluding the Takeovers Panel, ASIC and any Court that hears or determines proceedings under 657G or proceedings commenced by a person specified in section 659B(1) of the Corporations Act in relation to the Bid). It also includes any self-regulatory organization established under statute or any stock exchange;

Impugned Amount has the meaning ascribed to it in clause 7.4;

Insolvency Event means in relation to a person:

(a) the person is or becomes unable to pay its debts as and when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act, or would be presumed to be insolvent if that Act applied;

(b) the person suspends or threatens to suspend payment of its debts generally;

(c) the calling of a meeting to consider a resolution to wind up the person (other than where the resolution is frivolous or cannot reasonably be considered to be likely to lead to the actual winding up of the person) or the making of an application or the making of any order, or the passing of any resolution, for the winding up, liquidation or bankruptcy of the Party other than where the application or order (as the case may be) is set aside within 14 days;

(d) the appointment of a provisional liquidator, liquidator, receiver or a receiver and manager or other insolvency official (whether under Australian law or foreign law) to the person or to the whole or a substantial part of the property or assets of the person;

(e) the appointment of an administrator to the person;

(f) the entry by a person into any compromise or arrangement with creditors; or

(g) the person ceases or threatens to cease to carry on business.

Long Stop Date means 24 April 2012;

Loss means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

Minimum Acceptance Condition means that before the close of the Offer Period Cooper and its Associates have Relevant Interests in at least 90% (by number) of all issued Somerton Shares;

Offer means each offer to acquire Somerton Shares to be made by Cooper to each Somerton Shareholder under the Bid on terms consistent with this Agreement;

Offer Date means:

(a) the date the Bidder's Statement is first dispatched to Somerton Shareholders; or

(b) such other date agreed on in writing by the Parties;

Offer Period means the period during which the Offer is open for acceptance;

Party means a party to this Agreement and Parties has a corresponding meaning;

Relevant Interest has the meaning given to that term by section 9 of the Corporations Act.

Senior Counsel means a legal practitioner (as defined by the *Legal Profession Act 2008* (WA)) that has been appointed as senior counsel by the Chief Justice of the Supreme Court of Western Australia or has been appointed as a senior counsel by the Supreme Court in any comparable Australian jurisdiction;

Somerton Board means the board of directors of Somerton;

Somerton Due Diligence Information means all information relating to the business, assets, liabilities, operations, profits and losses, financial position and performance of Somerton and its subsidiaries provided to or obtained by Cooper or its advisers;

Somerton Due Diligence Investigations means the review carried out by Cooper of the Somerton Due Diligence Information;

Somerton Incentive Rights means the 2,000,000 incentive rights on issue to Mr Hector Gordon which are convertible into ordinary fully paid shares in Somerton upon exercise, have an expiry date of 30 June 2013, and vest as follows:

(a) 1,000,000 on 22 April 2012; and

(b) 1,000,000 on 22 April 2013;

Somerton Indemnified Parties means Somerton and its directors and employees;

Somerton Representations and Warranties means the representations and warranties of Somerton in Schedule 2;

Somerton Shareholders means the registered holders of the Somerton Shares;

Somerton Shares mean all of the ordinary fully paid shares on issue in Somerton on the date set by Cooper for the purposes of section 633(3) of the Corporations Act, together with all other shares which come into the bid class as a result of the exercise of the Somerton Incentive Rights;

Superior Proposal means a Competing Proposal that the Somerton Board has determined acting in good faith, taking into account all aspects of the Competing Proposal, is:

(a) reasonably capable of being completed; and

(b) more favourable to Somerton Shareholders than the Bid.

Target's Statement means the target's statement required by the Corporations Act to be issued by Somerton in respect of the Bid;

Third Party Consent means any consent or approval required to be obtained under any agreement or arrangement to which Somerton or any of its subsidiaries is a party as a result of the Bid being made or becoming unconditional; and

WST means Western Standard Time.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to A$, $A, dollar or $ is to Australian currency;

(f) a reference to time is to Perth, Australia time;

(g) a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;

(k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

(l) any agreement, representation, warranty or indemnity:

(i) by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and

(ii) in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it;

(n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

(o) a person will be treated as an 'associate' of another person if he would be regarded as an 'associate' of that person under the Corporations Act.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation

2 BID CONDITION PRECEDENT

2.1 Bid Condition Precedent

The obligations of the Parties under clauses 3 and 4 are subject to the execution of pre-bid agreements, on terms reasonably acceptable to Cooper, in respect of 19% of the Somerton Shares, on or prior to the Execution Date.

2.2 Reasonable Endeavours

Each Party must use reasonable endeavours to ensure that the Bid Condition Precedent in clause 2.1 are satisfied by the Long Stop Date.

2.3 Waiver of Bid Condition Precedent

The Bid Condition Precedent is for the benefit of Cooper and any breach or non-fulfilment of those conditions may only be waived by Cooper giving its written consent.

2.4 Status of Bid Condition Precedent

(a) Each Party must promptly give the other Party written notice of a failure of satisfaction of the Bid Condition Precedent or of any event, in each case of which it is aware, which may result in the Bid Condition Precedent not being satisfied in accordance with its terms.

(b) Following receipt of a notice under clause 2.4(a), Cooper must given written notice to Somerton as soon as reasonably practicable as to whether or not it waives the breach or non-fulfilment of the Bid Condition Precedent.

2.5 Access to Somerton records and personnel

For the purpose of conducting the Somerton Due Diligence Investigations as well as determining whether any of the Conditions have been breached, during the Exclusivity Period Somerton must use its best endeavours to provide Cooper with access to:

(a) the books and records of Somerton;

(b) any information reasonably requested by Cooper; and

(c) Somerton's senior management, external auditors and accountants and other advisers,

subject to any existing confidentiality obligations owed to third parties or applicable privacy laws.

2.6 Access to Cooper records and personnel

For the purpose of conducting the Cooper Due Diligence Investigations during the Exclusivity Period Cooper must use its best endeavours to provide Somerton with access to:

(a) the books and records of Cooper;

(b) any information reasonably requested by Somerton; and

(c) Cooper's Managing Director and board members, external auditors and accountants and other advisers,

subject to any existing confidentiality obligations owed to third parties or applicable privacy laws.

3 THE OFFER

3.1 Offer by Cooper

Cooper must, as soon as reasonably practicable after satisfaction (or waiver in accordance with clause 2.3) of the Bid Condition Precedent, proceed with the Bid by giving a Bidder's Statement to Somerton and thereafter making Offers to all Somerton Shareholders in accordance with all applicable provisions of the Corporations Act.

3.2 Conditions of the Offer

The Offer and any contract which results from its acceptance will be subject to the Conditions.

3.3 Appointment of Somerton representatives to the Cooper Board

Upon Cooper becoming entitled to compulsorily acquire Somerton Shares under section 661A of the Corporations Act, Cooper will appoint Mr Hector Gordon to the Cooper Board (subject to him providing a consent to act as a director of Cooper).

3.4 Conduct of business post-Bid

If Cooper declares the Bid free of the Conditions but Cooper is not in a position, upon expiry of the Offer Period, to acquire the outstanding Somerton Shares compulsorily, the Parties will co-operate in implementing a merger of Cooper's and Somerton's respective businesses to the fullest extent practicable having regard to necessary legal and commercial constraints.

4 RECOMMENDATION AND DOCUMENTATION

4.1 Directors' recommendations

(a) Somerton represents and warrants that:

(i) the Somerton Board has met and considered the possibility of Cooper making the Bid; and

(ii) the members of the Somerton Board have informed Somerton that, if Cooper complies with clause 3.1:

(A) they will unanimously recommend that Somerton Shareholders accept an Offer under the Bid, subject to there being no Superior Proposal; and

(B) they intend to accept (or procure the acceptance of) the Bid in respect of all Somerton Shares in which they have a relevant interest, subject to there being no Superior Proposal.

(b) A recommendation of the Somerton Board will for the purposes of this Agreement be deemed to be unanimous if all Somerton Directors vote in favour of the resolution other than those precluded from doing so because of a material personal interest or some other actual or potential conflict of interest. Other than as disclosed by Somerton to Cooper prior to the execution of this Agreement, Somerton represents and warrants that, as at the Execution Date, it is not aware of any Somerton Director having any such material personal interest or other actual or potential conflict of interest.

(c) For the avoidance of doubt, Somerton and Cooper acknowledge Mr Robert Kennedy will abstain from voting for the purposes of clause 4.1(a)(ii) due to a potential conflict of interest and will abstain from making any recommendation in respect of the Bid.

(d) Notwithstanding clause 4.1(c), Somerton and Cooper acknowledge Mr Robert Kennedy does not hold a relevant interest (as that term is defined in section 608 of the Corporations Act) in Beach Energy Limited's shareholding in Somerton.

4.2 Promotion of the Bid

In the absence of a Superior Proposal and to the extent reasonably requested to do so by Cooper during the Exclusivity Period, Somerton will support the Bid and participate in efforts reasonably required by Cooper to promote the merits of the Bid by using reasonable efforts to meet with Somerton Shareholders, management and other parties mutually agreed (together with Cooper, to the extent reasonable) in relation to the Bid.

4.3 Cooper's obligations to prepare documentation

(a) Cooper must prepare for the purpose of the Offer:

(i) the Bidder's Statement; and

(ii) an acceptance form for the Offer,

in each case in accordance with the Corporations Act.

(b) Cooper agrees to do such things as are reasonably necessary to expedite the preparation of the Bidder's Statement, its lodgement with ASIC and ASX, and its dispatch to Somerton Shareholders.

4.4 Somerton's obligations to prepare documentation

(a) Somerton must prepare the Target's Statement in response to the Offer in accordance with the Corporations Act.

(b) Somerton agrees to lodge the Target's Statement as soon as practicable but in any event no later than 15 days after it has received from Cooper a notice in accordance with item 7 of section 633 of the Corporations Act.

4.5 Consultation regarding Bidder's Statement and Target's Statement

(a) Cooper will give Somerton a reasonable opportunity (as set out in the indicative timetable in clause 4.6) to review an advance draft of the Bidder's Statement and will consult in good faith with Somerton regarding any comments Somerton may have on that draft.

(b) Somerton will give Cooper a reasonable opportunity (as set out in the indicative timetable in clause 4.6) to review an advanced draft of the Target's Statement and will consult in good faith with Cooper with respect to any comments Cooper may have on that draft.

4.6 Despatch of Offer

(a) Each Party agrees to use its reasonable endeavours to comply with the following indicative timetable:

Date	Details
Thursday, 19 April 2012	Execute MIA and pre-bid agreements
Thursday, 19 April 2012	Release Agreed Announcement
Friday, 20 April 2012	Cooper provides advanced draft of Bidder's Statement to Somerton
Monday, 23 April 2012	Somerton provides advanced draft of Target's Statement to Cooper
Monday, 30 April 2012	Cooper serves Bidder's Statement on Somerton
Monday, 7 May 2012	Cooper completes despatch of Bidder's Statement to Somerton Shareholders Offer opens for acceptances
Monday, 7 May 2012	Somerton despatches Target Statement to Somerton Shareholders
Thursday, 7 June 2012	Earliest date for offer to close Compulsory acquisition notices sent (if permitted by Corporations Act)

(b) Somerton agrees that the Offers and accompanying documents to be sent by Cooper under the Bid under item 6 of section 633(1) of the Corporations Act may be sent at any time after Cooper gives the Bidder's Statement to Somerton.

4.7 Variation and waiver

(a) Cooper may, after consultation with Somerton, vary the terms and conditions of the Bid in any manner which is permitted by the Corporations Act, provided the varied terms and conditions are no less favourable to Somerton Shareholders than the terms and conditions set out in this Agreement.

(b) Subject to the Corporations Act, Cooper may declare the Bid to be free from any Condition at any time.

4.8 Third Party Consents

During the Offer Period, Somerton shall seek all Third Party Consents reasonably requested by Cooper.

5 REPRESENTATIONS AND WARRANTIES

5.1 Somerton Representations and Warranties

Somerton represents and warrants to Cooper (on its own behalf and separately as trustee for each of the Cooper Indemnified Parties) that each of the Somerton Representations and Warranties are true and correct:

(a) where applicable, as at the date specified in the Somerton Representations and Warranties; and

(b) otherwise, as at the Execution Date,

and at all times until the end of the Offer Period.

5.2 Somerton Incentive Rights

Somerton agrees, and warrants that the Somerton Board:

(a) will notify Hector Gordon within two Business Days of receiving notice from Cooper:

(i) that the Minimum Acceptance Condition has been satisfied; or

(ii) that Cooper has waived the Minimum Acceptance Condition.

The notification to Hector Gordon must state that he may exercise his Somerton Incentive Rights within two Business Days of receipt of the notification;

(b) has received an enforceable irrevocable undertaking from Hector Gordon pursuant to which he has agreed to exercise all of his Somerton Incentive Rights within two Business Days of receipt of the notice provided to him pursuant to 5.2(a); and

(c) immediately upon exercise of the Somerton Incentive Rights by Hector Gordon (and in any case, no later than the end of the Offer Period), Somerton will issue and allot the relevant ordinary fully paid shares in Somerton.

5.3 Cooper Representations and Warranties

Cooper represents and warrants to Somerton (on its own behalf and separately as trustee for each of the Somerton Indemnified Parties) that each of the Cooper Representations and Warranties are true and correct:

(a) where applicable, as at the date specified in the Cooper Representations and Warranties; and

(b) otherwise, as at the Execution Date,

and at all times until the end of the Offer Period.

5.4 Survival of Representations and Warranties

Each of the Cooper Representations and Warranties and the Somerton Representations and Warranties:

(a) is severable;

(b) survives the termination of this Agreement; and

(c) is given with the intent that liability hereunder will not be confined to breaches which are discovered prior to the date of termination of this Agreement.

5.5 Reliance on Representations and Warranties

(a) Somerton acknowledges that Cooper has executed this Agreement and agreed to take part in the transactions that this Agreement contemplates in reliance on the Somerton Representations and Warranties.

(b) Cooper acknowledges that Somerton has executed this Agreement and agreed to take part in the transactions that this Agreement contemplates in reliance on the Cooper Representations and Warranties.

5.6 Liability of Directors and Officers

(a) Each Party agrees that it will release its rights against, and will not make any claim against, any past or present director or employee of the other Party in relation to information provided to it or in relation to its entry into the Agreement, to the extent that the past or present director or employee has acted in good faith.

(b) Each Party holds the releases in clause 5.6(a) in respect of its directors and employees as trustee for its past and present directors and employees.

6 EXCLUSIVITY AND NON-SOLICITATION

For the avoidance of doubt, all the provisions of this clause 6 are subject to the exclusions provided at clauses 6.6.

6.1 Cease existing discussions

Somerton must, immediately upon execution of this Agreement, cease any existing discussions or negotiations relating to a Competing Proposal.

6.2 Return of confidential information

Somerton must, within five Business Days after the Execution Date, require all persons to whom it has provided non-public information prior to the date of this Agreement in connection with a Competing Proposal, other than Cooper, to return and delete from all retrieval systems and databases all such information.

6.3 Non-solicitation

During the Exclusivity Period, Somerton must not, and must not authorise, permit or require any of its associates, agents or advisers to:

(a) directly or indirectly solicit, invite, or facilitate, encourage or initiate any enquiries, negotiations, discussions or proposal; or

(b) communicate to any person any intention to do any of these things,

in relation to, or which may reasonably be expected to lead to, a Competing Proposal.

6.4 No talk

Subject to clause 6.6, during the Exclusivity Period Somerton must not, and must not authorise, permit or require any of its associates, agents or advisers to:

(a) directly or indirectly participate in any discussions or negotiations;

(b) enter into any agreement, arrangement or understanding; or

(c) communicate any intention to do any of these things,

with another person in relation to, or which might reasonably be expected to lead to, a Competing Proposal.

6.5 Notice of Competing Proposal

Somerton must give Cooper notice immediately upon:

(a) becoming aware of any:

(i) negotiations or discussions;

(ii) approach or attempt to initiate any negotiations or discussions;

(iii) intention to make such an approach or attempt to initiate any negotiations or discussions; or

(iv) any request for information relating to Somerton or the business or assets of Somerton or any request for access to Somerton's books and records, which Somerton reasonably believes is made,

in respect of any expressions of interest, offer or proposal that may lead to any Competing Proposal;

(b) the Somerton Board determining in accordance with clause 6.6(a) that it must do or not do anything in relation to a Competing Proposal to comply with any fiduciary or statutory duty of the members of its board; and

(c) the Somerton Board determining in accordance with clause 6.6(a) that the Competing Proposal is or can reasonably be considered to become a Superior Proposal.

6.6 Superior Proposal and fiduciary duties

Nothing in clause 6 prevents Somerton or the Somerton Board from doing or not doing anything with respect to a Competing Proposal in relation to any person if:

(a) the Somerton Board has determined (in good faith and acting reasonably), after receiving written legal advice from its external legal counsel that to do so, or not to do so, as the case may be, would constitute or would be likely to constitute a breach of any fiduciary or statutory duty of the members of the Somerton Board; and

(b) the Competing Proposal is or can reasonably be considered to become a Superior Proposal,

provided that the Competing Proposal has not arisen as a consequence of a breach of clauses 6.3.

6.7 Matching right

If at any time prior to completion of the Offer Somerton receives a Superior Proposal, the following provisions apply:

(a) Somerton must immediately give Cooper notice in writing of that fact and that notice must provide all material details of the Superior Proposal, including details of the proposed acquirer;

(b) if Somerton gives Cooper a notice under clause 6.7(a):

(i) Somerton agrees that it will not, until the end of the fifth Business Day following the receipt of that notice by Cooper, enter into any legally binding agreement with respect to the Superior Proposal;

(ii) Cooper agrees that the notice and its contents are to be kept confidential;

(iii) Cooper will have the right, but not the obligation, at any time until the end of the fifth Business Day following receipt of the notice to:

(A) offer to amend the terms of the Bid; or

(B) propose any other transaction

(each a **Counterproposal**), and if Cooper does so, the Somerton Board must review the Counterproposal in good faith and in such a manner that the Somerton Board considers is required to comply with its fiduciary and statutory duties, to determine whether the Counterproposal is more favourable to Somerton Shareholders than the Superior Proposal;

(c) if the Somerton Board determines, in good faith and in order to satisfy what the Somerton Board considers to be its fiduciary and statutory duties, that the Counterproposal is more favourable to Somerton Shareholders than the Superior Proposal, then:

(i) if the Counterproposal contemplates an amendment to the Bid, the Parties must enter into a document amending this Agreement in relation to the Bid and reflecting the Counterproposal; and

(ii) if the Counterproposal contemplates any transaction other than an amendment to the Bid, Somerton must make a public announcement as soon as reasonably practicable recommending the Counterproposal, in the absence of a more favourable proposal, and the Parties must pursue the implementation of the Counterproposal in good faith; and

(d) for the purposes of this clause 6.7, each successive material modification of any Competing Proposal in relation to a Superior Proposal will be deemed to constitute a new proposal and the provisions of this clause will apply to each such new proposal.

7 BREAK FEE

7.1 Acknowledgments

(a) Each Party acknowledges that:

(i) the other Party will incur significant costs, expenses, outgoings and losses if the Bid is not successful and Cooper does not acquire the Somerton Shares, and that it is not possible to accurately ascertain these costs; and

(ii) the Break Fee represents a genuine and reasonable pre-estimate of the internal, external advisory and financial costs (and all associated out of pocket expenses) of a Party in relation to the proposed Bid and the acquisition of the Somerton Shares by Cooper.

(b) Each Party confirms that:

(i) it would not have entered into this Agreement to propose the Bid without the inclusion of this clause; and

(ii) it considers this clause to be fair and reasonable and that it is appropriate to agree to the terms in this clause in order to secure the significant benefits to it (and its shareholders) resulting from the Bid.

7.2 Payment of costs incurred by Cooper

(a) Provided that Cooper has not failed to perform any material covenant required to be performed by Cooper under this Agreement, or has remedied any such failure, and no Cooper Representation and Warranty is untrue in any material respect, if:

(i) a Competing Proposal is made and:

(A) the maker of the Competing Proposal (together with its associates) acquires a relevant interest in more than 10% of the Somerton Shares; and

(B) the Competing Proposal becomes unconditional; or

(ii) the Somerton Board fails to recommend unanimously the Bid (or any Counterproposal, if applicable) or makes a public statement that it no longer supports the Bid (or any Counterproposal, if applicable), or any member of the Somerton Board withdraws a recommendation previously made; or

(iii) Cooper validly terminates this Agreement pursuant to clause 8.1(a),

then Somerton must reimburse Cooper for the costs and expenses incurred, the time invested by Cooper and the opportunity costs incurred by Cooper as a result of pursuing the transactions contemplated by this Agreement by paying the Break Fee to Cooper.

(b) Somerton must pay Cooper the amount claimed under clause 7.2(a) within 5 Business Days of receipt by Somerton of a demand for payment by Cooper.

(c) Notwithstanding the occurrence of any of the events set out in clause 7.2(a), the amount set out in that clause is not payable by Somerton if:

(i) the Offer becomes unconditional; or

(ii) Somerton validly terminates this Agreement pursuant to clauses 8.1(a) or 8.1(d).

7.3 Payment of costs incurred by Somerton

(a) Provided that Somerton has not failed to perform any material covenant required to be performed by Somerton, or has remedied any such failure, and no Somerton Representation and Warranty is untrue in any material respect, if Cooper fails to proceed with the Bid, except as a result of:

(i) the occurrence of an event or circumstance which would entitle Cooper to payment of the Break Fee under clause 7.2; or

(ii) the termination of this Agreement by Cooper under clause 8.1(a),

then Cooper must reimburse Somerton for the costs and expenses incurred, the time invested by Somerton and the opportunity costs incurred by Somerton as a result of pursuing the transactions contemplated by this Agreement by paying the Break Fee to Somerton.

(b) Cooper must pay Somerton the amount claimed under clause 7.3(a) within five Business Days of receipt by Cooper of a demand for payment by Somerton.

7.4 Compliance with law

If it is finally determined following the exhaustion of all reasonable avenues of appeal to the Takeovers Panel, a Court or any Governmental Agency that all or any part of the amount payable under clause 7.2(a) or clause 7.3(a) (**Impugned Amount**):

(a) is unlawful;

(b) involves a breach of the duties of the Somerton Board or the Cooper Board (as the case may be); or

(c) constitutes unacceptable circumstances within the meaning of the Corporations Act, then:

(i) Somerton's or Cooper's obligation (as the case may be) to pay the amount payable under clause 7.2(a) or clause 7.3(a) respectively does not apply to the extent of the Impugned Amount; and

(ii) if Somerton or Cooper has received an Impugned Amount, it must refund it to the other Party within ten Business Days of the final determination being made.

7.5 Fiduciary exception

Notwithstanding any provision in this clause 7:

(a) the undertaking in clause 7.2 shall not apply in circumstances where Somerton or the Somerton Board is required to do or refrain from doing anything where doing or refraining from doing that thing would or is reasonably likely to, in the opinion of the Somerton Board, involve a breach of the duties of the Somerton Directors. The opinion of the Somerton Board must be based on specific written legal advice given by a Senior Counsel; and

(b) the undertaking in clause 7.3 shall not apply in circumstances where Cooper or the Cooper Board is required to do or refrain from doing anything where doing or refraining from doing that thing would or is reasonably likely to, in the opinion of the Cooper Board, involve a breach of the duties of the directors of Cooper. The opinion of the Cooper Board must be based on specific written legal advice given by a Senior Counsel.

7.6 Survival

Any accrued obligations under this clause 7 survive termination of this Agreement.

7.7 Legal advice

Each Party acknowledges that it has received legal advice in relation to this Agreement and the operation of clauses 6 and 7.

7.8 Lapse of Bid

For the avoidance of doubt, no Break Fee will be payable by either Party by reason only of the Bid lapsing due to breach or non-fulfilment of any of the Conditions.

8 TERMINATION

8.1 Termination by Cooper or Somerton

Either Party may terminate this Agreement by giving written notice to the other Party at any time:

(a) if the other Party is in material breach of any provision, including a warranty, of this Agreement provided that:

(i) it has given written notice to the other Party setting out the relevant circumstance and stating its intention to terminate; and

(ii) if the relevant circumstance continues to exist for 10 Business Days (or any shorter period ending at 5.00pm on the day before the Offer Date) after the notice is given; or

(b) if Cooper withdraws the Bid or the Bid lapses for any reason, including for non-satisfaction of a Condition;

(c) the Somerton Board withdraws its support for the Bid (or any Counterproposal, if applicable) due to the existence of a Superior Proposal; or

(d) if an event as specified in Schedule 4 occurs to Cooper.

8.2 Termination by Cooper

Cooper may terminate this Agreement by giving written notice to Somerton at any time if:

(a) a Condition is not fulfilled; or

(b) an event set out in clause 7.2(a)(i) or clause 7.2(a)(ii) occurs.

8.3 Accrued rights after termination

Termination of this Agreement under clauses 8.1 or 8.2 does not affect any accrued rights of either Party arising from any breach of this Agreement by the other Party or any rights to the payment of its costs under clause 7 which have accrued prior to termination.

9 PUBLIC ANNOUNCEMENTS

9.1 Announcement of Bid

On the Execution Date Cooper must lodge the Agreed Announcement with ASX.

9.2 Public announcement

No public announcement in connection with this Agreement or the Bid may be made by either Party other than in a form approved by both Parties, which approval must not be unreasonably withheld or delayed, without reasonable consultation with the other Party, and each Party will use all reasonable endeavours to provide such approval and constructively participate in such consultation as soon as is practicable.

9.3 Required disclosure

If a Party is required by law or the ASX Listing Rules to make any public disclosure in connection with this Agreement it must endeavour, without affecting its obligations under any such law or rules, to notify the other Party and give that other Party a reasonable opportunity to comment on the content of any such disclosure.

10 NOTICES AND OTHER COMMUNICATIONS

10.1 Service of notices

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

10.2 Effective on receipt

A Notice given in accordance with clause 10.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from a place outside Australia);

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

11 MISCELLANEOUS

11.1 Alterations

This agreement may be altered only in writing signed by each Party.

11.2 Approvals and consents

Except where this Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

11.3 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Agreement.

11.4 Stamp duty

Cooper must pay any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this Agreement or any transaction contemplated by this Agreement.

11.5 Survival

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

11.6 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

11.7 No merger

The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

11.8 Entire agreement

This agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

11.9 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transactions contemplated by it.

11.10 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

11.11 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

11.12 Relationship

Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

11.13 Governing law and jurisdiction

This agreement is governed by the law of Western Australia and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

SCHEDULE 1 - CONDITIONS

1 MINIMUM ACCEPTANCE CONDITION

Before the close of the Offer Period Cooper and its Associates have Relevant Interests in at least 90% (by number) of all issued Somerton Shares.

2 NO PRESCRIBED OCCURRENCES

That during the period from the date of the Agreed Announcement to the close of the Offer Period (each inclusive), none of the following events or circumstances, as referred to in sections 652C(1) and (2) of the Corporations Act, happen:

(a) Somerton converts all or any of its shares into a larger or smaller number of shares;

(b) Somerton or a subsidiary of Somerton resolves to reduce its share capital in any way;

(c) Somerton or a subsidiary of Somerton enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under section 257C or 257D of the Corporations Act;

(d) Somerton or a subsidiary of Somerton issues shares, or grants an option over any of its shares, or agrees to make such an issue other than the issue of shares in Somerton on the vesting of the Somerton Incentive Rights;

(e) Somerton or a subsidiary of Somerton issues or agrees to issue convertible notes;

(f) Somerton or a subsidiary of Somerton disposes, or agrees to dispose of the whole or a substantial part of its business or property;

(g) Somerton or a subsidiary of Somerton charges, or agrees to charge, the whole, or a substantial part of its business or property;

(h) Somerton or a subsidiary of Somerton resolves to be wound up;

(i) a liquidator or provisional liquidator of Somerton or a subsidiary of Somerton is appointed;

(j) a Court makes an order for the winding up of Somerton or of a subsidiary of Somerton;

(k) an administrator of Somerton, or of a subsidiary of Somerton, is appointed under section 436A, 436B or 436C of the Corporations Act;

(l) Somerton or a subsidiary of Somerton executes a deed of company arrangement; or

(m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Somerton or of a subsidiary of Somerton.

3 CONDUCT OF SOMERTON'S BUSINESS

None of the following events occurs during the Offer Period without the prior written consent of Cooper:

(a) Somerton or a subsidiary of Somerton makes a change in its constitution or passes a special resolution;

(b) Somerton or a subsidiary of Somerton borrows or agrees to borrow any money (except for temporary borrowing from its bankers in the ordinary course of its business);

(c) Somerton or a subsidiary of Somerton releases, discharges or modifies a substantial obligation to it of any person, firm or corporation, or agrees to do so;

(d) Somerton or a subsidiary of Somerton appoints any additional director to its board of directors whether to fill a casual vacancy or otherwise;

(e) Somerton or a subsidiary of Somerton enters into or agrees to enter into any contract of service or varies or agrees to vary any existing contract of service with any director or manager, or pays or agrees to pay any retirement benefit or allowance to any director, manager or other employee, or makes or agrees to make any substantial change in the basis or amount of remuneration of any director, manager or other employee (except as required by law or provided under any superannuation, provident or retirement scheme as in effect on the Execution Date);

(f) Somerton or a subsidiary of Somerton conducts its business otherwise than in the ordinary course;

(g) Somerton or a subsidiary of Somerton creates or agrees to create, any mortgage, charge, lien or other encumbrances over the whole, or a substantial part, of its business or property, other than for any hire purchase agreement or similar arrangement which is entered into after the Execution Date in connection with the purchase of any single item of plant and equipment for less than $500,000;

(h) Somerton or a subsidiary of Somerton increases the total remuneration for its employees by greater than 5% or otherwise varies the employment arrangements with any of its employees;

(i) Somerton or a subsidiary of Somerton increases the remuneration of its non-executive directors or otherwise varies the employment arrangements with any of its non-executive directors;

(j) Somerton or a subsidiary of Somerton accelerates the rights of any of its non-executive directors, senior executives or employees to compensation or benefits of any kind (including under any Somerton executive or employee share plans) other than pursuant to the vesting of the Somerton Incentive Rights;

(k) Somerton or a subsidiary of Somerton pays any of its non-executive directors, senior executives or employees a termination or retention payment (otherwise than in accordance with a contract in place at the Execution Date);

(l) Somerton or a subsidiary of Somerton waives any material third party default; or

(m) Somerton or a subsidiary of Somerton makes any changes to its accounting practices or policies, other than to comply with generally accepted Australian accounting standards and any domestically accepted international accounting standards or electing to form a consolidated group for the purposes of the *Income Tax Assessment Act 1997* (Cth).

4 MATERIAL ACQUISITIONS AND DISPOSALS

None of the following events occurs during the Offer Period without the prior written consent of Cooper:

(a) Somerton or a subsidiary of Somerton acquires, offers to acquire or agrees to acquire an interest in one or more assets for an amount in aggregate greater than $500,000;

(b) Somerton or a subsidiary of Somerton disposes, offers to dispose or agrees to dispose of one or more assets (or an interest in one or more assets) for an amount in aggregate greater than $500,000;

(c) Somerton or a subsidiary of Somerton enters into or offers to enter into any joint venture or partnership involving a commitment of greater than $500,000; or

(d) other than in the ordinary course of business, Somerton or a subsidiary of Somerton incurs, or commits to, or grants to another person, a right, the exercise of which would involve Somerton or a subsidiary of Somerton incurring or committing to any capital expenditure or liability for one or more related items of greater than $500,000.

5 WITHDRAWAL OF SOMERTON SUPPORT

During the Offer Period:

(a) the Somerton Board does not make any public statement that it no longer supports the Bid; or

(b) a member of the Somerton Board does not withdraw his recommendation previously made or indicate that he or any associate of his does not intend to accept the Offer.

6 NO ACTION BY GOVERNMENTAL AGENCY ADVERSELY AFFECTING THE BID

During the Offer Period:

(a) there is not in effect any preliminary or final decision, order or decree issued by a Governmental Agency;

(b) no action or investigation is instituted, or threatened with respect to Somerton or any subsidiary of Somerton; and

(c) no application is made to any Governmental Agency,

in consequence of, or in connection with the Bid which restrains, prohibits or impedes or threatens to restrain, prohibit or impede, or may otherwise materially adversely impact upon the making of the Bid or the completion of any transaction contemplated by the Bid or seeks to require the divestiture by Cooper of any Somerton Shares or the divestiture

of any assets by Somerton or any subsidiary of Somerton or by Cooper or any subsidiary of Cooper.

7 EQUAL ACCESS TO INFORMATION

Between the date of the Agreed Announcement and the close of the Offer Period (each inclusive), Somerton promptly (and in any event within two Business Days) provides to Cooper a copy of all information that is not generally available (within the meaning of the Corporations Act) relating to Somerton or any related body corporate of Somerton or any of their respective officers, employees, advisers or agents that has been provided to any person (other than Cooper) for the purpose of soliciting, encouraging or facilitating a proposal or offer by that person, or any other person, in relation to a transaction under which:

(a) any person (together with its associates) may acquire voting power of 10% or more in Somerton (whether by way of takeover bid, compromise or arrangement under Part 5.1 of the Corporations Act, or otherwise);

(b) any person may acquire, directly or indirectly (including by way of joint venture, dual listed company structure or otherwise), any interest in all or a substantial part of the business or assets of Somerton or of any related body corporate of Somerton; or

(c) that person may otherwise acquire control, of or merge or amalgamate with, Somerton.

8 APPROVALS BY GOVERNMENTAL AGENCY

Before the close of the Offer Period, all regulatory approvals or consents that are required by law, regulation or regulatory policy as are necessary to permit:

(a) the Offer to be lawfully made to and accepted by holders of Somerton Shares in all applicable jurisdictions;

(b) the acquisition of Somerton Shares by Cooper; or

(c) completion of the transactions contemplated by the Bidder's Statement, including the full, lawful and effectual implementation of the intentions set out in the Bidder's Statement,

are granted, given, made or obtained on an unconditional basis, remain in full force and effect, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew.

9 NO MATERIAL FAILING IN FILINGS

During the Offer Period, Cooper does not become aware of any document filed by or on behalf of Somerton with ASX or ASIC containing a statement which is incorrect or misleading in any material particular or from which there is a material omission (in such circumstance, materiality being determined by reference to the business and assets of Somerton taken as a whole).

10 NON-EXISTENCE OF CERTAIN RIGHTS

No person has any right (whether subject to conditions or not) as a result of the acquisition of all the Somerton Shares by Cooper pursuant to the Bid to:

(a) acquire, or require Somerton or a subsidiary of Somerton to dispose of, or offer to dispose of, any material asset of Somerton or a subsidiary of Somerton;

(b) terminate or vary any material agreement with Somerton or a subsidiary of Somerton; or

(c) accelerate or adversely modify the performance of any obligations of Somerton or any of its subsidiaries in a material respect under any material agreements, contracts or other legal arrangements.

11 NO MATERIAL ADVERSE CHANGE TO SOMERTON

No 'specified event' occurs which has or could reasonably be expected to have, a materially adverse effect on the:

(a) permits, assets, liabilities, financial position, performance, profitability or prospects of Somerton and/or its subsidiaries taken as a whole or any of them; or

(b) status or terms of (or rights attaching to) any material Approvals from any Governmental Agency applicable to Somerton, any of its subsidiaries or any of their permits,

including:

(c) any creditor demanding repayment of a debt of $500,000 or more;

(d) any person accelerating or adversely modifying the performance of any obligation of Somerton or any of its subsidiaries under any material agreements, contracts or other legal arrangements; or

(e) any permit not being renewed on normal commercial terms,

but does not include any change:

(f) fairly disclosed to Cooper on or before the Execution Date (including as a result of disclosures made to ASX);

(g) occurring as a result of any matter, event or circumstance required by this Agreement, the Bid or the transactions contemplated by them; or

(h) approved in writing by Cooper.

For the purposes of this section, a 'specified event' is:

(i) an event or occurrence that occurs or is discovered during the Offer Period;

(ii) an event or occurrence that occurs prior to the Offer Period but is only announced or publicly disclosed on or after the date of the Agreed Announcement; or

(iii) an event or occurrence that will or is likely to occur following the Offer Period and which has not been publicly announced prior to the date of the Agreed Announcement.

12 S&P/ASX 200 INDEX

During the Offer Period, the S&P/ASX 200 Index does not fall more than 20% below its level as at date that the Agreed Announcement is released.

13 TERMINATION OF STRATEGIC ALLIANCE

Prior to the expiry of the Offer Period, Beach Energy Limited and Somerton enter into a deed of termination in relation to the strategic alliance between them dated 13 August 2010 which is conditional only upon the minimum acceptance condition being satisfied and all other conditions of the Bid being either satisfied or waived.

SCHEDULE 2 – SOMERTON REPRESENTATION AND WARRANTIES

1. Somerton is a validly existing corporation registered under the laws of its place of incorporation.

2. The execution and delivery of this Agreement by Somerton has been properly authorised by all necessary corporate action and Somerton has full corporate power and lawful authority to execute and deliver this Agreement and to perform or cause the performance of its obligations under this Agreement.

3. This Agreement constitutes legal, valid and binding obligations on Somerton and this Agreement does not result in a breach of or default under any agreement or deed (not including the possible triggering of change of control clauses as a result of the Bid being proposed or implemented) or any writ, order or injunction, rule or regulation to which Somerton or any of its subsidiaries is a party or to which they are bound.

4. The Somerton Due Diligence Information was to Somerton's knowledge, true and accurate in all material respects as at the date it was provided to Cooper and Somerton has not knowingly or recklessly:

   (a) omitted anything material from the Somerton Due Diligence Information such as to make any part of that information materially false or misleading;

   (b) included anything materially false or misleading in the Somerton Due Diligence Information; or

   (c) denied access to requested information with the intention of misleading Cooper.

5. Somerton has not relied on any representation or warranty (whether express, implied or otherwise) by Cooper other than as expressly provided in this Agreement.

6. All material correspondence between Somerton and any Governmental Agency received after the Execution Date until the Offer Date will be promptly disclosed to Cooper.

7. There are no material actions, suits, arbitrations, mediations, conciliation or administrative proceedings taking place, pending or to Somerton's knowledge threatened against Somerton or any of its subsidiaries.

8. Neither Somerton nor any of its subsidiaries is affected by an Insolvency Event.

9. There are no known Third Party Consents in any material contract.

10. Somerton has complied with ASX Listing Rule 3.1 in relation to continuous disclosure and has (to the extent necessary to date) and will continue to comply with Division 4 of Part 6.5 and Chapter 6B of the Corporations Act.

11. Other than the Somerton Incentive Rights, there are no options to subscribe for shares in Somerton on issue or other securities convertible into shares in Somerton on issue and no rights to be issued with options or other securities convertible into Shares.

SCHEDULE 3 – COOPER REPRESENTATIONS AND WARRANTIES

1. Cooper is a validly existing corporation registered under the laws of its place of incorporation.

2. The execution and delivery of this Agreement by Cooper has been properly authorised by all necessary corporate action and Cooper has full corporate power and lawful authority to execute and deliver this Agreement and to perform or cause the performance of its obligations under this Agreement.

3. This Agreement constitutes legal, valid and binding obligations on Cooper and this Agreement does not result in a breach of or default under any agreement or deed or any writ, order or injunction, rule or regulation or which Cooper or any of its subsidiaries is a party or to which they are bound.

4. The Cooper Due Diligence Information was to Cooper's knowledge, true and accurate in all material respects as at the date it was provided to Somerton and Cooper has not knowingly or recklessly:

   (a) omitted anything material from the Cooper Due Diligence Information such as to make any part of that information materially false or misleading;

   (b) included anything materially false or misleading in the Cooper Due Diligence Information; or

   (c) denied access to requested information with the intention of misleading Somerton.

5. Cooper has not relied on any representation or warranty (whether express, implied or otherwise) by Somerton other than as expressly provided in this Agreement.

6. All material correspondence between Cooper and any Governmental Agency received after the Execution Date until the Offer Date will be promptly disclosed to Somerton.

7. There are no material actions, suits, arbitrations, mediations, conciliation or administrative proceedings taking place, pending or to Cooper's knowledge threatened against Cooper or any of its subsidiaries.

8. Neither Cooper nor any of its subsidiaries are affected by an Insolvency Event.

9. Cooper has complied with ASX Listing Rule 3.1 in relation to continuous disclosure and has (to the extent necessary to date) and will continue to comply with Division 4 of Part 6.5 and Chapter 6B of the Corporations Act.

SCHEDULE 4 – NO PRESCRIBED OCCURRENCES OR MATERIAL EVENTS

1. If during the period commencing on the date of the Agreed Announcement and ending on the close of the Offer Period any of the following events occur, Somerton may terminate this Agreement (including the Somerton Board withdrawing its support for the Bid) pursuant to clause 8.1:

   (a) Cooper converts all or any of its shares into a larger or smaller number of shares;

   (b) Cooper or a subsidiary of Cooper resolves to reduce its share capital in any way;

   (c) Cooper or any subsidiary of Cooper enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under section 257C or 257D of the Corporations Act;

   (d) Cooper or a subsidiary of Cooper issues or agrees to issue convertible notes;

   (e) Cooper or a subsidiary of Cooper disposes, or agrees to dispose of the whole or a substantial part of its business or property;

   (f) Cooper or a subsidiary of Cooper charges, or agrees to charge, the whole, or a substantial part of its business or property;

   (g) Cooper or a subsidiary of Cooper resolves to be wound up;

   (h) a liquidator or provisional liquidator of Cooper or a subsidiary of Cooper is appointed;

   (i) a Court makes an order for the winding-up of Cooper or a subsidiary of Cooper;

   (j) an administrator of Cooper, or of a subsidiary of Cooper, is appointed under section 436A, 436B or 436C of the Corporations Act;

   (k) Somerton does not become aware of any document filed by or on behalf of Cooper with ASX or ASIC containing a statement which is incorrect or misleading in any material particular or from which there is a material omission (in such circumstance, materiality being determined by reference to the business and assets of Cooper taken as a whole);

   (l) Cooper or a subsidiary of Cooper executes a deed of company arrangement; or

   (m) a receiver or a receiver and manager is appointed in relation to the whole or a substantial part of the assets of Cooper or a subsidiary of Cooper.

2. If during the period commencing on the date of the Agreed Announcement and ending on the close of the Offer Period any of the following events occur to Cooper which have or could reasonably be expected to have a materially adverse effect on the:

   (a) permits, assets, liabilities, financial position, performance, profitability or prospects of Cooper and/or its subsidiaries taken as a whole or any of them; or

   (b) status or terms of (or rights attaching to) any material Approvals from Governmental Agency applicable to Cooper, any of its subsidiaries or any of their permits,

Somerton may terminate this Agreement (including the Somerton Board withdrawing its support for the Bid) pursuant to clause 8.1:

(c) Cooper or a subsidiary of Cooper borrows or agrees to borrow any money (except for temporary borrowing from its bankers in the ordinary course of its business);

(d) Cooper or a subsidiary of Cooper conducts its business otherwise than in the ordinary course;

(e) Cooper or a subsidiary of Cooper creates or agrees to create, any mortgage, charge, lien or other encumbrances over the whole, or a substantial part, of its business or property, other than for any hire purchase agreement or similar arrangement which is entered into after the Execution Date in connection with the purchase of any single item of plant and equipment for less than $2,000,000;

(f) Cooper or a subsidiary of Cooper increases the total remuneration for its employees by greater than 5% or otherwise varies the employment arrangements with any of its employees;

(g) Cooper or a subsidiary of Cooper increases the remuneration of its non-executive directors or otherwise varies the employment arrangements with any of its non-executive directors;

(h) Cooper or a subsidiary of Cooper accelerates the rights of any of its non-executive directors, senior executives or employees to compensation or benefits of any kind (including under any Cooper executive or employee share plans);

(i) Cooper or a subsidiary of Cooper pays any of its non-executive directors, senior executives or employees a termination or retention payment (otherwise than in accordance with an existing contract in place at the Execution Date);

(j) Cooper or a subsidiary of Cooper waives any material third party default; or

(k) Cooper or a subsidiary of Cooper makes any changes to its accounting practices or policies, other than to comply with generally accepted Australian accounting standard and any domestically accepted international accounting standards or electing to form a consolidated group for the purposes of the *Income Tax Assessment Act 1997* (Cth).

(l) any creditor demanding repayment of a debt of $2,000,000 or more; and

(m) any person accelerating or adversely modifying the performance of any obligation of Cooper or any of its subsidiaries under any material agreements, contracts or other legal arrangements;

(n) any permit not being renewed on normal commercial terms;

(o) Cooper or a subsidiary of Cooper acquires, offers to acquire or agrees to acquire an interest in one or more assets for an amount in aggregate greater than $2,000,000;

(p) Cooper or a subsidiary of Cooper disposes, offers to dispose or agrees to dispose of one or more assets (or an interest in one or more assets) for an amount in aggregate greater than $2,000,000;

(q) Cooper or a subsidiary of Cooper enters into or offers to enter into any joint venture or partnership involving a commitment of greater than $2,000,000; or

(r) other than in the ordinary course of business, Cooper or a subsidiary of Cooper incurs, or commits to, or grants to another person, a right, the exercise of which would involve the Party or any subsidiary of the Party incurring or committing to any capital expenditure or liability for one or more related items of greater than $2,000,000.

but does not include any change:

(s) fairly disclosed to Somerton on or before the Execution Date (including as a result of disclosures made to ASX);

(t) occurring as a result of any matter, event or circumstance required by this Agreement, the Bid or the transactions contemplated by them; or

(u) approved in writing by Somerton.

SIGNING PAGE

EXECUTED as an agreement

Executed by Cooper Energy Limited ACN 096 170 295 by authority of its directors

Signature of director

L I Shelvington

Name of director (print)

18 / 4 / 12

Signature of director/company secretary
(Please delete as applicable)

David R Maxwell.

Name of director/company secretary (print)

18 April 2012.

Executed by Somerton Energy Limited ACN 089 956 150 by authority of its directors

Signature of director

HECTOR GORDON

Name of director (print)

Signature of ~~director~~/company secretary
(Please delete as applicable)

ALFONSO GRILLO

Name of ~~director~~/company secretary (print)

ANNEXURE A

AGREED ANNOUNCEMENT

Annexure to Merger Implementation Agreement