

17 July 2012

Company Announcements Office
Australian Securities Exchange Limited
4th Floor
20 Bridge Street
Sydney NSW 2000

Dear Sir/Madam

Share Purchase Plan

Please see attached documentation with respect to the Tigers Realm Coal Limited Share Purchase Plan despatched to shareholders today.

Yours sincerely



David J Forsyth
Company Secretary

17 July 2012

Dear Shareholder

Offer to participate in Share Purchase Plan

Tigers Realm Coal Limited ("**Company**") announced on 11 July 2012 the successful placement of 49.3 million shares to institutional and sophisticated investors at \$0.18 per share, raising \$8.9 million before costs ("**Placement**").

The Company is now pleased to offer you, as an eligible shareholder, the opportunity to participate in a share purchase plan ("**SPP**"), under which you can apply for up to \$15,000 in shares (subject to discretionary scale back) at the lower of \$0.18 per share and a 5% discount to the volume weighted average price of the Company's shares over the last five trading days in the SPP Offer Period.

Participation in the SPP is optional and the right to participate is not transferable. It will be open to shareholders who were holders of fully paid ordinary shares in the Company as at 7.00pm (Sydney time) on 10 July 2012, and whose registered address is in Australia or New Zealand. For New Zealand shareholders, you must still be a shareholder on the date of the offer to participate.

You can participate in the SPP in respect of a minimum of A\$2,500 up to and subject to a maximum of A\$15,000, irrespective of the size of your existing shareholding. The proceeds of the SPP will be applied towards additional drilling and technical studies at the Amaam Coking Coal Project.

To apply for a parcel of shares, please follow the instructions on the enclosed personalised application form ("**Application Form**") and ensure that your application is received in cleared funds no later than 5.00pm (Sydney time) on 7 August 2012.

Shares issued under the SPP will have the same entitlements as other shares in the Company.

The Company will issue a maximum of 20 million shares under the SPP and reserves the right, in its absolute discretion, to scale back the maximum participation amount per shareholder if total demand exceeds 20 million shares. Should this happen, you may be allocated shares to a value which is less than the parcel of shares you applied for and the difference will be refunded to you. In the event of a scaleback each application will be treated equally and scaled back on a pro-rata basis.

I encourage you to read the attached SPP Terms and Conditions carefully. If you are unsure about whether to participate, please contact your professional adviser. If you require further information, please contact us on 03 8644 1300.

On behalf of the Board, I invite you to consider this opportunity to increase your investment in the Company and thank you for your continued support.

Yours sincerely



Antony Manini
Chairman

Share Purchase Plan Offer Document

For the offer of up to 20 million fully paid ordinary shares in the Company (“**New Shares**”) at the lower of \$0.18 per share and a 5% discount to the volume weighted average price of the Company’s shares over the last five trading days in the SPP Offer Period (“**SPP Pricing Period**”).

Key Dates*

Date (and time if relevant)	Event
10 July 2012 7.00pm (Sydney time)	Record Date The date and time on which the Company determined who is eligible to participate in the SPP.
20 July 2012	Opening Date The date on which the offer opens.
1 August 2012 to 7 August 2012	SPP Pricing Period The period in which the price of New Shares to be issued under the SPP is determined.
7 August 2012 5.00pm (Sydney time)	Closing Date The date and time on which the offer closes, and by which applications must be received.
13 August 2012	Allotment Date The date on which New Shares are allotted.
14 August 2012	Despatch Date The date on or around which transaction confirmations / holding statements will be sent to shareholders.
14 August 2012	Trading Date The date on which New Shares are expected to begin trading.

**The Company may change any of the Key Dates at its discretion by lodging a revised timetable with the ASX (even if the offer has opened or applications have been received).*

Instructions

To participate in the SPP, please read the Terms and Conditions carefully and follow the step-by-step instructions on the Application Form. To apply and pay, you have two options:

Option 1: BPAY®

Provided you are not a Custodian (see paragraph (d) of “Significance of applying for New Shares” in the Terms and Conditions), you can make a payment by BPAY if you have an Australian bank account enabled for this purpose. BPAY customers must use the unique customer reference number shown on the Application Form which is required to identify your holding. **If paying by BPAY, you do not need to return your Application Form.**

Option 2: Application Form and cheque or money order

You can complete the Application Form and post or return it to the address below, together with a cheque or money order, in accordance with the instructions on the Application Form:

Tigers Realm Coal Limited
c/- Link Market Services Limited
Reply Paid
GPO Box 3560
Sydney NSW 2001

Cheques and money orders must be made payable to “Tigers Realm Coal Limited” in Australian dollars and drawn on an Australian bank for the correct amount. The Company will not accept payment by cash.

Timing

All payments and applications must be received before **5.00pm (Sydney time) on Tuesday 7 August 2012**. You cannot withdraw or cancel your application or BPAY payment once you have sent it.

Do not forward cash. Receipts for payments will not be issued.

Application money will not bear interest as against the Company in any circumstances.

Please read the enclosed Application Form for further details on how to apply for New Shares under the SPP.

Questions

If you have any questions, please contact Tigers Realm Coal Limited any time between 8.30am and 5.00pm (Melbourne time) Monday to Friday on 03 8644 1300.

No offer in the US or to US persons

These materials do not constitute an offer of securities for sale in the United States or to, or for the account of, "U.S. persons" (as defined in Regulation S under the U.S. Securities Act of 1993, as amended ("**US Securities Act**") and may not be sent or disseminated in, directly or indirectly, the United States or to any "U.S. person" in any place. The Company's shares have not been and will not be registered under the US Securities Act or the securities laws of any state of the United States and may not be offered, sold or otherwise transferred in the United States or to, or for the account of, any "U.S. person" except in compliance with the registration requirements of the US Securities Act and any other applicable state securities laws or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and applicable state securities laws.

Terms and Conditions

IMPORTANT NOTICE. The market price of shares in the Company may rise or fall from now to when the New Shares are allocated to you under the SPP. Therefore, if you apply for and the Company allots to you New Shares under the SPP, the offer price for those New Shares may be more than, or less than, the market price of shares in the Company you could buy at that time. By completing and returning the Application Form or making a BPAY payment, you acknowledge this risk. The Company encourages you to contact your professional advisor regarding whether to participate in the SPP and how much to contribute.

Offer timetable

- (a) The offer timetable is set out in the Key Dates above and is included in these Terms and Conditions.
- (b) Payment by BPAY, Application Forms, cheques and money orders may not be processed and may not be valid if they have not been received by the Company by the time and date specified for the Closing Date. You must allow adequate time for Application Forms and cheques or money orders forwarded by post to be received by Link Market Services Limited ("**Share Registry**"). You should be aware that your financial institution may implement earlier cut-off times with regard to electronic payment, and you should therefore take this into consideration when making payment.
- (c) The Company expects to send a transaction confirmation or holding statement to you on around the Despatch Date.
- (d) The Company expects that the New Shares will be allotted under the SPP on the Allotment Date and will commence trading on ASX on the Trading Date. You must confirm your holding before trading in any New Shares you believe have been allotted to you under the SPP.
- (e) At any time, the Company can change the Closing Date, the Allotment Date, the Trading Date and the Despatch Date (even if the offer has opened, or BPAY payments and Application Forms have been received) by lodging a revised timetable with ASX.

Eligible Shareholders

You are an Eligible Shareholder and may participate in the SPP if you were a registered holder of ordinary shares in the Company with a registered address in Australia or New Zealand as at 7pm (Sydney time) on Tuesday 10 July 2012, unless you hold shares on behalf of a person who resides outside Australia or New Zealand (in which case you will not be eligible to participate in respect of the shares of that person).

The Company has determined that it is not practical for holders of shares with registered addresses in other countries to participate.

For New Zealand shareholders, you must still be a shareholder on the Opening Date, Friday 20 July 2012.

Further, you are not eligible if you are a "U.S. person" (as defined in Regulation S under the *United States Securities Act of 1933*) ("**US Person**") or acting for the account or benefit of a US Person.

- **Holders receiving more than one offer:** If you are the only registered holder of shares in the Company, but you receive more than one offer under the SPP (due to multiple registered holdings), you may only contribute a maximum of A\$15,000 in applying for New Shares.
- **Joint Holders:** If 2 or more persons are recorded in the register of members of the Company as jointly holding shares, they are considered to be a single registered holder for the purpose of the SPP and they are entitled to participate in the SPP in respect of that single holding only. If as joint holders you receive more than one offer under the SPP due to multiple identical holdings, you may still only contribute a maximum of A\$15,000 in applying for New Shares.
- **Custodians, trustees and nominees:** If you are a custodian, trustee or nominee within the definition of "custodian" in ASIC Class Order 09/425 ("**Custodian**"), you may contribute a maximum of A\$15,000 in applying for New Shares for each participating beneficiary on whose behalf you or a downstream Custodian holds shares (but joint holders are taken to be a single holder), subject to providing us with a certificate in accordance with paragraph (d) of "Significance of applying for New Shares" below. If you are not a Custodian, the rules for multiple single holdings apply and you may only contribute a maximum of A\$15,000 in applying for New Shares. You are not eligible to participate on behalf of a

person who resides outside Australia and New Zealand or any person who is, or is acting for the account or benefit of, a US Person.

Participation is optional

Participation in the SPP is entirely optional. If you are an Eligible Shareholder, you can choose whether or not to participate.

How much can you invest?

- (a) If you are an Eligible Shareholder, you may apply to buy a parcel of New Shares by contributing a set amount of A\$2,500, A\$5,000, A\$10,000 or A\$15,000, subject to and in accordance with these Terms and Conditions.
- (b) This parcel may be subject to a Scaleback and rounding.
- (c) Unless you are applying as a Custodian, the maximum amount of A\$15,000 applies even if you receive more than one Application Form or if you hold shares in the Company in more than one capacity (for example, if you are both a sole and joint holder of shares in the Company - see "Eligible Shareholders" above) and irrespective of the number of shares you held on the Record Date. The Company can reject any application for New Shares if it believes you have not complied with this condition.

How to apply for New Shares

If you would like to participate in the SPP, you have two options:

Option 1: BPAY

Provided you are not a Custodian (see paragraph (d) of "Significance of applying for New Shares" below), you can make a payment by BPAY if you have an Australian bank account enabled for this purpose. BPAY customers must use the unique customer reference number shown on the Application Form which is required to identify your holding. If paying by BPAY, you do not need to return your Application Form.

NOTE: By using the BPAY facility to apply for New Shares, you represent that the total of the application price for the following does not exceed A\$15,000:

- (a) the New Shares you are applying for;
- (b) any other New Shares or any similar arrangement operated by the Company in the 12 months before the date the company received your application;
- (c) any other shares in the Company which you have instructed a custodian to acquire on your behalf under the SPP; and
- (d) any other shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in such shares.

Payment by BPAY may not be processed and may not be valid if it has not been received by the Company by the time and date specified as the Closing Date. You should be aware that the BPAY system closes at 5.00pm (Sydney time) and your financial institution may implement earlier cut-off times with regard to electronic payment, and you should therefore take this into consideration when making payment.

Option 2: Application Form and cheque or money order

If you would like to participate in the SPP and you do not wish to use BPAY, you must complete an Application Form and return it with a cheque or money order in accordance with the instructions on the Application Form.

Cheques and money orders must be payable to "Tigers Realm Coal Limited", in Australian dollars and drawn on an Australian bank for the correct amount. The Company will not accept payment by cash.

The Company's discretion regarding applications

The Company may accept or reject applications for New Shares under the SPP, including if:

- (a) an Application Form is incorrectly completed, incomplete or otherwise determined by the Company to be invalid;
- (b) a cheque is dishonoured or has not been completed correctly;
- (c) you make a payment by BPAY and the Company receives an amount which is not equal to A\$2,500, A\$5,000, A\$10,000 or A\$15,000. If this occurs, the Company may reject your application or allot to you the number of New Shares which would have been allotted had you applied for the highest designated amount that is less than the amount of your payment;
- (d) the correct amount corresponding to your application is not provided with the Application Form. If this occurs, the Company may reject your application or allot to you the number of New Shares which would have been allotted had you applied for the highest designated amount that is less than the amount of your payment;
- (e) a BPAY payment is not received or is incomplete or invalid;
- (f) unless you are applying as a Custodian, an applicant appears to be contributing more than A\$15,000 under the SPP;
- (g) if you are a Custodian, the Company is not satisfied with your certification for any reason;
- (h) an application is received after the time and date specified as the Closing Date. The Company has a discretion whether or not to accept late BPAY payments, Application Forms and cheques or money orders; or
- (i) payment of the application monies is not submitted in Australian currency or, if payment is made by cheque, the cheque is not drawn on an Australian financial institution;
- (j) the Company believes you are not an Eligible Shareholder,

and the Company must reject applications if required to do so under ASIC Class Order [CO 09/425].

The Company reserves the right to return your cheque or money order or refund your BPAY payment and not allot you any New Shares.

Offer Price

The offer price of the New Shares is the lower of A\$0.18 per share and a 5% discount to the volume weighted average price of the Company's shares over the last five trading days in the SPP Offer Period.

Applications may be scaled back

- (a) If the Company receives applications for more than 20 million New Shares, it reserves the right, in its absolute discretion, to scale back maximum participation amount per shareholder ("**Scaleback**").
- (b) If there is a Scaleback you may not receive all the New Shares for which you have applied. Each applicant will be treated equally and scaled back on a pro rata basis in accordance with the applicant's payment amount. If a Scaleback produces a fractional number when applied to your parcel, the number of New Shares you will be allotted will be rounded down.
- (c) If there is a Scaleback, the Company will refund to you by direct credit deposit to your nominated bank account (where you have given your nomination to the Share Registry) or by cheque, the difference between your application money and the total offer price for the New Shares allotted to you.

Rounding of New Shares

- (a) If you apply for New Shares under the SPP, you agree to contribute a certain amount to buy New Shares rather than to apply for a certain number of New Shares. The number of New Shares you will receive will be determined by:
 - If there is no Scaleback applied to your allotment, dividing the amount you agree to contribute for New Shares by the offer price; or
 - If there is a Scaleback applied to your allotment, dividing the amount you are taken to have contributed by the offer price.

- (b) If this calculation produces a fractional number:
- The number of new Shares you will be allotted will be rounded down to the nearest whole number of New Shares; and
 - If there is a Scaleback applied to your allotment, the residual balance from rounding will be added to the refund you receive from the Scaleback.

No other participation costs

No brokerage, commission or other participation costs are payable by you to acquire New Shares under the SPP.

No interest

No interest will be paid on any application money returned to you.

You cannot transfer your rights under this SPP

Your rights under this offer are personal to you and non-renounceable. This means, if you are eligible, you cannot transfer your right to purchase New Shares under this SPP to anyone else.

Equal ranking and rights to dividends

New Shares issued under the SPP will, at the time of issue, rank equally with existing shares quoted on ASX, with the same voting rights, dividend rights and other entitlements.

Significance of applying for New Shares

If you apply to participate in the SPP:

- (a) you agree that once you have sent in your application or made your BPAY payment, you cannot withdraw or cancel your application and your application is unconditional;
- (b) you confirm that you are an Eligible Shareholder and that you are lawfully permitted to accept the offer under the SPP and participate in the SPP in accordance with these Terms and Conditions and any applicable laws and specifically that you are not a US Person or acting for the account or benefit of a US Person;
- (c) you certify that, even if you have received more than one offer under the SPP or received offers in more than one capacity, the aggregate application money paid by you in any capacity (except as a Custodian) for:
 - the New Shares the subject of the Application Form or BPAY payment;
 - any other New Shares or any similar arrangement operated by the Company in the 12 months before the date the Company received your application;
 - any other shares in the Company which you have instructed a custodian to acquire on your behalf under the SPP; and
 - any other shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in such shares

is not more than A\$15,000;

- (d) if you are a Custodian and are applying for New Shares with a total application price exceeding A\$15,000, you agree to certify to us in writing the matters required by ASIC Class Order [CO 09/425] condition 9, in accordance with the Custodian certificate, a copy of which can be obtained from the Share Registry;
- (e) you agree to these Terms and Conditions and you agree not to do anything which would be contrary to the spirit, intention or purpose of the SPP;
- (f) you agree to be bound by the constitution of the Company;

- (g) you authorise the Company (and its officers or agents) to correct any error or omission in your Application Form and to complete the Application Form by inserting missing details if the Company elects to do so;
- (h) you agree that the Company may determine that your Application Form is valid and in accordance with these Terms and Conditions, even if it is incomplete, contains errors or is otherwise defective;
- (i) you agree that your application is only effective when received by us and not when posted;
- (j) you accept the risk associated with any refund that may be sent to you by direct credit or cheque to your address shown on the Company's register;
- (k) you are responsible for any dishonour fees or other costs which the Company may incur if your cheque for payment is dishonoured;
- (l) you agree that if there is a rounding down of the number of New Shares and no Scaleback, any remaining balance of your payment after your allotment will form part of the assets of the Company and will not be refunded;
- (m) you acknowledge that no interest will be paid on any application money held pending the allotment of New Shares or subsequently refunded to you for any reason;
- (n) you agree that if you have previously provided the Company or the Share Registry with bank account details for the purpose of direct credit of dividends, any refund to be paid to you under these Terms and Conditions may be directed into that nominated account;
- (o) you agree that the Company and the Share Registry have not provided you with investment or financial product advice, and that they have no obligation to provide advice to you about your decision to apply for and buy New Shares;
- (p) you agree that the Company (and each of its officers and agents) is not liable for any exercise or non-exercise of its discretions referred to in these Terms and Conditions; and
- (q) you agree not to send copies of these Terms and Conditions or any other material relating to the SPP to any person outside Australia and New Zealand.

Notice to New Zealand shareholders

The New Shares are not being offered or sold to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of New Shares is being made in reliance on the Securities Act (Overseas Companies) Exemption Notice 2002 (New Zealand).

This document has not been registered, filed with or approved by any New Zealand regulatory authority under the *Securities Act 1978* (New Zealand). This document is not an investment statement or prospectus under New Zealand law and is not required to, and may not, contain all the information that an investment statement or prospectus under New Zealand law is required to contain.

No US offer

If you apply to participate in the SPP, you acknowledge and agree that:

- (a) the New Shares have not, and will not be, registered under the US Securities Act or the securities laws of any state or other jurisdictions in the United States, or in any other jurisdiction outside Australia and New Zealand;
- (b) the New Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and any other applicable securities laws;
- (c) you must not send copies of these Terms and Conditions or any other material relating to the SPP to any person in the United States or to any person who is, or is acting for the account or benefit of, a US Person;

- (d) you must not submit an Application Form or make payment by BPAY for any person resident in the United States or elsewhere outside Australia and New Zealand or who, or is acting for the account or benefit of, a US Person; and
- (e) if you do not comply with these restrictions, it may result in violations of applicable securities laws.

Withdrawal, waiver, suspension and termination

The Company reserves the right to withdraw the offer at any time up to the Allotment Date.

The Company reserves the right at any time to:

- (a) waive compliance with any provision of these Terms and Conditions;
- (b) amend or vary these Terms and Conditions; and
- (c) suspend or terminate the SPP.

Any amendment, variation, suspension or termination is binding on all Eligible Shareholders even if the Company does not notify you of the event. If the Company does this, it will make an announcement to the ASX, however failure to notify shareholders of changes to or the suspension or termination of the SPP will not invalidate the amendment, variation, suspension or termination.

Settling disputes

The Company may settle in any manner it sees fit, any difficulties, anomalies or disputes which may arise in connection with the operation of the SPP whether generally or in relation to any participant or any application for New Shares (including any Scaleback). The Company's decision is conclusive and binding on all participants and other persons to whom the determination relates. These rights may be exercised by the Company's Board or any delegate of the Board.

Governing Law

These Terms and Conditions are governed by the laws in force in Victoria. By accepting this offer, you submit to the non-exclusive jurisdiction of the courts of Victoria.

No underwriting

The SPP will not be underwritten.

Interpretation

The term "these Terms and Conditions" includes terms and conditions in the Application Form, Instructions and Key Dates.

Directory
Registered Office

Level 7, 333 Collins Street
Melbourne VIC 3000

Share Registry

Link Market Services
Locked Bag A14
Sydney South NSW 1235