

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme Viva Energy Group Limited (the "Company")

ACN/ARSN 626 661 032

1. Details of substantial holder

Name VIP Energy Australia B.V. ("VIP") and each of VIP Holding S.à.r.l., Vitol Investment Partnership Limited, Vitol Holding S.à.r.l., Vitol Holding B.V., Vitol Netherlands Cooperatief U.A., Vitol Holding II S.A., Mubadala Investment Company PJSC, Abu Dhabi Investment Council Company PJSC and Portman Limited (each, a "Substantial Holder")

ACN/ARSN (if applicable) N/A

There was a change in the interests of substantial holder on 13 / 09 / 2023 trade date / 15 / 09 / 2023 settlement date

The previous notice was given to the company on 05 / 10 / 2022

The previous notice was dated 05 / 10 / 2022

2. Previous and present voting

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company of scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	710,379,386	45.84%	461,746,601	29.90%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
15/09/2023	VIP and each Substantial Holder	Block Trade of fully paid ordinary shares pursuant to an agreement dated 12 September 2023 and attached as Annexure A	A\$2.87	248,632,785 ordinary shares	248,632,785

4. Present relevant interest

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
VIP	VIP	VIP	Relevant interest pursuant to section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth).	248,632,785 ordinary shares	248,632,785
Each Substantial Holder	VIP	VIP	Relevant interest pursuant to section 608(3) of the <i>Corporations Act 2001</i> (Cth).	248,632,785 ordinary shares	248,632,785

5. Changes in association

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

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

6. Addresses

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

Name	Address
VIP	Weena 690, 18 th Floor, 3012 CN, Rotterdam, Netherlands
VIP Holding S.à.r.l.	5, Rue Goethe, L-1637 Luxembourg, Luxembourg
Vitol Investment Partnership Limited	c/- Aztec Group House, 11-15 Seaton Place, St Helier JE4 0QH
Vitol Holding S.à.r.l.	Place des Bergues 3, CH 1201 Geneva, Switzerland
Vitol Holding B.V.	Weena 690, 18 th Floor, 3012 CN, Rotterdam, Netherlands
Vitol Netherlands Cooperatief U.A.	Weena 690, 18 th Floor, 3012 CN, Rotterdam, Netherlands
Vitol Holding II S.A.	5, Rue Goethe, L-1637 Luxembourg, Luxembourg
Abu Dhabi Investment Council Company PJSC	Al Bahr Towers, Sheikh Zayed Bin Sultan Street Intersection with Shakhbout Bin Sultan Street (19 th Street), P.O. Box 61999, Abu Dhabi, United Arab Emirates
Mubadala Investment Company PJSC	Al Mamoura A Building, Abu Dhabi, 45005, United Arab Emirates
Portman Limited	Al Bahr Towers, Sheikh Zayed Bin Sultan Street Intersection with Shakhbout Bin Sultan Street (19 th Street), P.O. Box 61999, Abu Dhabi, United Arab Emirates

Signature


print name _____ capacity Director of Vitol Partnership Limited
 sign here date / /
C24E765R053C423...

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant issues (eg. A corporation and its related corporations, or the equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set form.
- (2) See the definition of "associate" in Section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly the relevant interest was acquired.
- (8) If the substantial holder in unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

This is **Annexure A** of 25 pages referred to in Form 604 Notice of changes of interests of substantial holder

DocuSigned by:

A handwritten signature in black ink, consisting of a series of connected loops and a long horizontal stroke at the beginning.

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13/09/2023

Merrill Lynch Equities (Australia) Limited
Level 33, Governor Phillip Tower,
1 Farrer Place, Sydney NSW 2000

UBS Securities Australia Limited
16 Chifley Tower, 2 Chifley Square
Sydney NSW 2000

12 September 2023

VIP Energy Australia B.V.
K.P. van der Mandelelaan 130, 3062 MB, Rotterdam, Netherlands

Dear Sir/Madam

Re: Sale of securities in Viva Energy Group Limited

1. **Introduction**

This agreement ("Agreement") sets out the terms and conditions upon which **VIP Energy Australia B.V.** (the "Vendor") will engage Merrill Lynch Equities (Australia) Limited ABN (ABN 65 006 276 795) ("BofA Securities") and UBS Securities Australia Limited ("UBS" and together with BofA Securities, the "Joint Lead Managers") to:

- (a) manage the sale of existing fully paid ordinary shares in Viva Energy Group Limited (ABN 74 626 661 032) ("Company") ("Shares") held by the Vendor as set out in Schedule 1 (the "Sale Securities") (the "Sale") by procuring purchasers for the Sale Securities at the Sale Price; and
- (b) underwrite and guarantee the sale of any Sale Securities, in their Respective Proportions, by purchasing, itself or through one or more of their respective Affiliates, those Sale Securities not taken up by purchasers under clause 1(a) at the Sale Price.

2. **Sale of securities**

2.1 Sale

The Vendor agrees to sell the Sale Securities to purchasers of the Sale Securities (which may include a Joint Lead Manager or Affiliates of a Joint Lead Manager) in accordance with the terms of this Agreement.

2.2 Pricing

The sale price for the Sale Securities will be A\$2.87 per Sale Security ("Sale Price").

2.3 Sale and Settlement Date

The Sale of the Sale Securities under clause 2.1 shall be effected:

- (a) subject to clause 2.3(b), on the Trade Date, with settlement to follow on a T+2 basis in accordance with the ASX Settlement Operating Rules ("Settlement Date"); and

- (b) in respect of any Restricted Securities (as defined in clause 2.9(a)), in accordance with clause 2.9.

2.4 Sale Securities

Subject to clause 9, by 3.00pm on the Settlement Date, the Joint Lead Managers shall, in their Respective Proportions, arrange for the payment to the Vendor, or to a designee as the Vendor directs, of an amount equal to the Sale Price multiplied by the number of Sale Securities being sold by the Vendor (excluding the number of Restricted Securities retained by the Vendor in accordance with clause 2.9, if any) by transfer to the Vendor's account for value (in cleared funds) against delivery of the Sale Securities (excluding the Restricted Securities, if any) being sold by the Vendor.

2.5 Timetable

The parties must conduct the Sale in accordance with the timetable set out in Schedule 2 ("Timetable") (unless the parties consent in writing to a variation).

2.6 Account Opening

On or before the Trade Date, the Joint Lead Managers or their nominated Affiliate(s) will (where relevant) open an account in the name of the Vendor in accordance with their usual practice and provide reasonable assistance to enable the transfer of the Sale Securities as envisaged in this Agreement. The Vendor will promptly provide all necessary information to the Joint Lead Managers to allow their Joint Lead Managers to complete their internal onboarding and "know your customer" requirements in connection with the Vendor.

2.7 Conditions precedent

- (a) Each Joint Lead Managers' obligations under clause 2.4 are conditional upon the Vendor having provided answers to the Joint Lead Managers on a due diligence questionnaire to the satisfaction of the Joint Lead Managers prior to execution of this Agreement.
- (b) The Vendor must use its reasonable endeavours to procure that the condition precedent in clause 2.7(a) ("Condition") is satisfied prior to execution of this Agreement. The Condition is for the benefit of the Joint Lead Managers and may only be waived by the Joint Lead Managers (in their absolute discretion).
- (c) If the Condition is not satisfied or waived by the Joint Lead Managers (or such later date as agreed between the Joint Lead Managers and the Vendor), a Joint Lead Manager may at any time by notice given to the Vendor without cost or liability to itself, immediately terminate this Agreement so that it is relieved of all of its obligations under this Agreement (save in respect of clause 5.4).

2.8 Manner of Sale

- (a) **U.S. Opinion.** The Vendor will procure that Clifford Chance LLP, United States counsel to the Vendor, provide the Joint Lead Managers with an opinion on the Settlement Date and dated as of that date and expressed to be for each Joint Lead Manager's benefit, such opinion to be substantially in the form of the draft provided to the Joint Lead Managers prior to the execution of this Agreement, to the effect that no registration of the Sale Securities is required under the U.S. Securities Act, for the initial offer, sale and delivery of the Sale Securities by the Vendor to the Joint Lead Managers or purchasers procured by the Joint Lead Managers and the initial re-offer and resale of the Sale Securities by each Joint Lead

Manager, it being understood that such counsel need not express any opinion as to any subsequent offer or resale of any of the Sale Securities.

- (b) **Delivery of Sale Securities.** Vendor agrees to instruct its custodian to deliver the Sale Securities held by its custodian on its behalf to the Joint Lead Managers or as the Joint Lead Managers direct.
- (c) **Sale restrictions.** The Joint Lead Managers will conduct any sale in Permitted Jurisdictions only and by way of an offer only to persons: (i) if in Australia, who do not need disclosure under Part 6D.2 of the Corporations Act; and (ii) if outside Australia, to whom offers for sale of securities may lawfully be made and be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a Government Agency.
- (d) The parties will each bear their own legal costs (if any) and all their other out-of-pocket expenses (if any) in connection with this Agreement and the transactions contemplated by it.

2.9 Restricted Securities

Notwithstanding anything else in this Agreement, where the acquisition of some or all of the Sale Securities by a Joint Lead Manager is prohibited or restricted by the application of the takeover provisions in the Corporations Act or would require a Joint Lead Manager or an Affiliate of that Joint Lead Manager to give a notice to either the Treasurer under section 81 of the FATA, the Vendor and the Joint Lead Managers agree that:

- (a) The Vendor shall retain such number of Sale Securities they are required to retain in order to prevent the breach or occurrence of the notifiable action (as appropriate) ("Restricted Securities") and the relevant Joint Lead Manager shall advise the Vendor of the number of Restricted Securities (for the avoidance of doubt, there may be Restricted Securities relating to more than one Joint Lead Manager);
- (b) the relevant Joint Lead Manager must still comply with its obligations to pay to the Vendor the amount provided under clause 2.4 but the proportion of that amount that is represented by the number of any Restricted Securities multiplied by the Sale Price will be provided to the Vendor as an interest free loan ("Advance Amount") (to avoid doubt, there may be an Advance Amount relating to more than one Joint Lead Manager);
- (c) the Vendor is only required to repay the Advance Amount relating a Joint Lead Manager from and to the extent they receive or are entitled to receive proceeds from the sale of the Restricted Securities relating to that Joint Lead Manager under this clause 2.9 prior to 7.00pm on the date that is 90 Business Days after the date of the agreement ("End Date") (with such amounts being set off as provided in clause 2.9(f) below, and for the avoidance of doubt, a Joint Lead Manager will not be entitled to claims from the Vendor any payment of the Advance Amount relating to it except by way of set-off under this clause 2.9 and will not be entitled to claims from the Vendor any Advance Amount relating to it which remains outstanding at the End Date), and the Vendor is not responsible for any shortfall in repayment from the proceeds of the sale of the Restricted Securities and the relevant Joint Lead Manager will bear the loss arising from any such shortfall;
- (d) the relevant Joint Lead Manager must procure purchasers for any Restricted Securities relating to it as agent for the Vendor in the ordinary course of the Joint Lead Manager's business prior to 7.00pm on the End Date, with settlement of the

sale of the relevant Restricted Securities occurring on or before the second Business Day following the sale of the relevant Restricted Securities;

- (e) the Vendor will transfer Restricted Securities relating to a Joint Lead Manager in accordance with the directions of the relevant Joint Lead Manager to settle those sales; and
- (f) the relevant Joint Lead Manager must apply, by way of set off, the proceeds from the sale of the Restricted Securities against the Advance Amount relating to it, immediately upon the relevant Joint Lead Manager's receipt of those proceeds.

The parties acknowledge that each Joint Lead Manager does not acquire any "interest" (including within the meaning of FATA) or "relevant interest" (within the meaning of the Corporations Act) in, or rights in respect of (whether by way of security or otherwise), any Restricted Securities, except to act as agent for the Vendor in procuring the sale of those securities, and does not have the power to require that any Restricted Securities be transferred to it (or its associates) or to its order as referred to in the FATA.

3. Representations and Warranties

3.1 Representations and warranties by the Vendor

As at the date of this Agreement and on each day until and including the Settlement Date, the Vendor represents and warrants to the Joint Lead Managers, with respect to itself or its Sale Securities (as applicable), that each of the following statements is true, accurate and not misleading:

- (a) **(body corporate)** the Vendor is a body corporate validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** the Vendor has full legal capacity, corporate authority and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;
- (c) **(Agreement effective)** this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (d) **(ownership, encumbrances)** it is the sole legal owner of the Sale Securities and will transfer (or procure the transfer) of the full legal and beneficial ownership of those Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of securityholders of the Company;
- (e) **(ranking of Sale Securities)** following sale by it, the Sale Securities will rank equally in all respects with all other outstanding ordinary securities of the Company, including their entitlement to dividends;
- (f) **(not controller)** it does not "control" (as defined under section 50AA of the Corporations Act) the Company;
- (g) **(on-sale)** the Sale Securities may be offered for sale on the financial market operated by ASX without disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act;

- (h) **(no insider trading offence)** at the time of execution of this Agreement by the Vendor, the sale of the Sale Securities will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
- (i) **(quotation of Sale Securities)** the Sale Securities are quoted on the financial market operated by ASX;
- (j) **(breach of law)** it will perform its obligations under this Agreement so as to comply with all applicable laws in Australia and the Permitted Jurisdictions, including in particular the Corporations Act and the FATA;
- (k) **(information)** all information provided by the Vendor to the Joint Lead Managers in relation to the Sale, the Sale Securities and the Company (including its or its Affiliates' intentions with respect to any future sale of Shares held by the Vendor and any material contracts with the Company) is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise;
- (l) **(authorisations)** it has obtained all authorizations, consents, orders and approvals of Government Agencies necessary to effect the Sale.
- (m) **(Vendor's U.S. representations)**
 - (i) to the best of Vendor's knowledge and belief, the Company is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act;
 - (ii) to the best of the Vendor's knowledge and belief, there is no "substantial U.S. market interest" (as defined in Regulation S) in the Sale Securities or any securities of the same class or series as the Sale Securities;
 - (iii) neither the Vendor, nor any of its Affiliates nor any person acting on its or their behalf (except with respect to the Joint Lead Managers or any of their respective Affiliates, as to whom the Vendor makes no such representation) has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Sale Securities;
 - (iv) neither the Vendor, nor any of its Affiliates or any person acting on behalf of any of them (other than the Joint Lead Managers or any of their respective Affiliates, as to whom it makes no representation) has offered or sold, or will offer or sell, any of the Sale Securities in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
 - (v) it is not necessary to register the offer and sale of the Sale Securities, and the initial resale of the Sale Securities by the Joint Lead Managers, in the manner contemplated by this Agreement under the U.S. Securities Act, it being understood that it makes no representation or warranty about any subsequent resale of the Sale Securities;
 - (vi) neither the Vendor, nor any of its Affiliates or any person acting on behalf of any of them (other than the Joint Lead Managers or any of their respective Affiliates, as to whom no representation or warranty is made), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States or to, or for the account or benefit of, any U.S. Person any security which could be integrated with the sale of the Sale Securities in a manner that would

require the offer and sale of the Sale Securities to be registered under the U.S. Securities Act;

- (vii) to the best of the Vendor's knowledge and belief, the Company is not and, after giving effect to the offering and sale of the Sale Securities, will not be, required to register as, an "investment company" under U.S. Investment Company Act of 1940;
 - (viii) the Sale Securities are eligible for resale pursuant to Rule 144A and are not of the same class as securities listed on a national securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934, as amended ("Exchange Act"), or quoted in a U.S. automated interdealer quotation system;
 - (ix) to the best of the Vendor's knowledge and belief, the Company is exempt from reporting under Section 13 or 15(a) of the Exchange Act pursuant to Rule 12g3-2(b) thereunder; and
 - (x) to the best of the Vendor's knowledge and belief, the Company is not classified as a 'passive foreign investment company' ("PFIC") within the meaning of Section 1297 of the U.S. Internal Revenue Code of 1986, as amended, for its most recent completed taxable year, and will not be classified as a PFIC for the current taxable year;
- (n) **(no stabilisation or manipulation)** neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;
- (o) **(compliance with Sanctions)** neither the Vendor nor, to the best of its knowledge, any director, officer, agent, employee or Affiliate or other person acting on behalf of the Vendor (except with respect to the Joint Lead Managers or any of their respective Affiliates, as to whom the Vendor makes no such representation) is currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the US Department of the Treasury, the United Nations Security Council, His Majesty's Treasury, the European Union or any of its Member States, the Commonwealth of Australia or the Swiss Federal Secretariat For Economic Affairs or other relevant sanctions authority ("Sanctions"), or located, organised or resident in a country or territory that is the subject of Sanctions; and the Vendor will not directly or indirectly use the proceeds of the Sale, or lend contribute or otherwise make available these proceeds to any Subsidiary, joint venture partner or other person or entity, to fund or facilitate any activities of any person or entity or in any country or territory that is subject to any Sanctions, or in any other manner that will result in a violation of Sanctions by any person participating in the Sale (whether as an underwriter, placing agent, investor, adviser or otherwise);
- (p) **(no corruption)** neither the Vendor nor any other Group Member, nor any director or officer of the Vendor or any other Group Member, or any of its Subsidiaries, nor, to the knowledge of the Vendor, any employee, Affiliate, agent or other person acting on behalf of the Vendor or any other Group Member (except with respect to the Joint Lead Managers or any of their respective Affiliates, as to whom the Vendor makes no such representation) has:
- (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;

- (ii) made or taken an act in furtherance of an offer, promise or authorisation of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office;
 - (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or
 - (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit.
- (q) **(compliance with anti-bribery laws)** the Vendor and each other Group Member have instituted, and maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws;
- (r) **(compliance with Money Laundering Laws)** the operations of the Vendor and each other Group Member are and have been conducted at all times in compliance in all material respects with all applicable financial record keeping and reporting requirements imposed by applicable law or regulation and in accordance with the applicable anti-money laundering and proceeds of crime statutes of all jurisdictions in which the Vendor and each other Group Member conducts business (including the money laundering statutes of Australia and any other applicable jurisdictions), the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency (collectively, the "Money Laundering Laws") to the extent they apply to the Vendor or a Group Member, as the case may be, and no action, suit or proceeding by or before any court or Government Agency, authority or body or any arbitrator involving the Vendor or any Group Member with respect to the Money Laundering Laws is pending, or to the knowledge of the Vendor, threatened.

3.2 Representations and warranties of the Joint Lead Managers

As at the date of this Agreement and on each day until and including the Settlement Date, each Joint Lead Manager represents to the Vendor that each of the following statements is correct:

- (a) **(body corporate)** it is a body corporate validly existing and duly established and duly incorporated under the laws of its place of incorporation;
- (b) **(capacity and authority)** it has full legal capacity, corporate authority and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (c) **(Agreement effective)** this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

- (d) **(Licences)**: it holds all licences, permits and authorities necessary for it to fulfil its obligations under the Agreement and has complied with the terms and conditions of the same in all material respects;
- (e) **(No stabilisation or manipulation)**: neither it, nor any of its Affiliates, nor any person acting on its or their behalf has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;
- (f) **(directed selling efforts)** neither it, nor any of its Affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Sale Securities.
- (g) **(no registration)** it acknowledges that the offer and sale of the Sale Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, persons in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act;
- (h) **(general solicitation)** none of it, its Affiliates nor any person acting on behalf of any of them has knowingly solicited offers for or offered to sell, and none of them will knowingly solicit offers for, or offer or sell, the Sale Securities in the United States, using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act;
- (i) **(U.S. broker-dealer)** all offers and sales of the Sale Securities in the United States by it and any of its Affiliates will be effected through its U.S. broker-dealer Affiliates; and
- (j) **(U.S. representation)** it, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Securities, and will offer and sell the Sale Securities:
 - (i) in the United States or to, or for the account or benefit of, persons in the United States, only (A) to persons that it reasonably believes to be QIBs in transactions exempt from the registration requirements of the U.S. Securities Act under Rule 144A thereunder, or (B) to Eligible U.S. Fund Managers, in reliance on Regulation S; and
 - (ii) to persons that are not in the United States and are not acting for the account or benefit of, persons in the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in accordance with Regulation S.

3.3 Reliance

Each party giving a representation and warranty acknowledges that the other party has relied on the above representations and warranties in entering into this Agreement and will continue to rely on these representations and warranties in performing their obligations under this Agreement. The above representations and warranties continue in full force and effect notwithstanding completion of this Agreement.

3.4 Notification

Each party agrees that it will tell the other parties immediately upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Securities:

- (a) any change affecting any of the foregoing representations and warranties; or
- (b) any of the foregoing representations or warranties becoming materially untrue or incorrect.

4. Undertakings

4.1 Restricted Activities

The Vendor undertakes to the Joint Lead Managers to:

- (a) not, prior to settlement on the Settlement Date commit, be involved in or acquiesce in any activity which breaches:
 - (i) the Corporations Act and any other applicable laws;
 - (ii) its constitution;
 - (iii) the ASX Listing Rules, as they apply to the Vendor;
 - (iv) any legally binding requirement of ASIC or the ASX, as they apply to the Vendor; and
- (b) immediately notify the Joint Lead Managers of any breach of any warranty or undertaking given by it under this Agreement,

each of these undertakings being material terms of this Agreement.

5. Indemnity

5.1 The Vendor agrees with the Joint Lead Managers that it will keep each Joint Lead Manager and its Affiliates and their respective directors, officers, employees, agents, advisers and representatives (each an "Indemnified Party") indemnified against any direct or indirect losses, damages, liabilities, costs, claims, actions and demands (including any properly documented expenses arising in connection therewith on a dollar for dollar basis) ("Losses") to the extent that such Losses are incurred or made in connection with any of the Sale, this Agreement or the transactions contemplated thereunder as a direct or indirect result of a breach of this Agreement by the Vendor, including any breach of any of the above representations, warranties or undertakings given by the Vendor, and will reimburse an Indemnified Party for all out of pocket costs, charges and documented expenses on a dollar for dollar basis which it may reasonably pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it is indemnified under this Agreement.

5.2 The indemnity in clause 5.1 does not extend to and is not to taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses are finally and conclusively judicially determined to have resulted from:

- (a) any fraud, wilful misconduct or gross negligence of the Indemnified Party;
- (b) any penalty or fine which the Indemnified Party is required to pay for any contravention of any law; or
- (c) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law,

save to the extent such Losses are caused, induced or contributed to by an act or omission of the Vendor or a person acting on behalf of the Vendor.

- 5.3 The Vendor also agrees that no Indemnified Party will have any liability to the Vendor, any of its Affiliates or any of their respective directors, officers, employees, advisers, representatives or agents of any of them or any of the Vendor's security holders or creditors, for any Loss suffered by any of them in relation to any event to which the indemnity in clause 5.1 applies. This release does not apply to the extent that any Losses are finally and conclusively judicially determined to have resulted from any fraud, wilful misconduct or gross negligence of the Indemnified Party save to the extent such Losses are caused, induced or contributed to by an act or omission on the part of the Vendor or a person acting on behalf of the Vendor.
- 5.4 Each Joint Lead Manager agrees that no claim shall be brought against any of the Vendor's or its Affiliates' respective directors, officers, employees, advisers, representatives or agents in connection with the Sale and/or this Agreement other than in the case of fraud or gross negligence of such persons.
- 5.5 The Vendor and each Indemnified Party must not settle any action, demand or claim to which the indemnity in clause 5.1 relates without the prior written consent of the Vendor or the Joint Lead Managers, as applicable, such consent not to be unreasonably withheld or delayed.
- 5.6 The indemnity in clause 5.1 and the release in clauses 5.3 and 5.4 are continuing obligations, separate and independent from the other obligations of the parties under this Agreement and survive termination or completion of this Agreement. It is not necessary for an Indemnified Party to incur expense or make payment before enforcing the indemnity.
- 5.7 The indemnity in clause 5.1 is granted to each Joint Lead Manager both for itself and on trust for each of the Indemnified Parties.
- 5.8 The parties agree that if for any reason the indemnity in clause 5.1 is unavailable or insufficient to hold harmless any Indemnified Party against any Losses against which the Indemnified Party is stated to be indemnified (other than expressly excluded), the respective proportional contributions of the Vendor and the Indemnified Party or the Indemnified Parties in relation to the relevant Losses will be as agreed, or failing Agreement as determined by a court of competent jurisdiction, having regard to the participation in, instigation of or other involvement of the Vendor and the Indemnified Party or the Indemnified Parties in the act complained of, having particular regard to relative intent, knowledge, access to information and opportunity to correct any untrue statement or omission.

6. **Recognition of the U.S. Special Resolution Regimes**

- 6.1 In the event that a Joint Lead Manager as a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from that Joint Lead Manager of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 6.2 In the event that a Joint Lead Manager as a Covered Entity or a BHC Act Affiliate of the Joint Lead Manager becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against BofA Securities are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

7. **Announcements**

- 7.1 Subject to clause 8, prior to announcement of the Sale, the Vendor and the Joint Lead Managers will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Securities. The prior consent of the Vendor must be obtained

prior to the Joint Lead Managers making any marketing release or announcement or engaging in publicity in relation to the Sale of the Sale Securities other than where consent has previously been obtained in respect of material containing substantially the same or similar content (other than in "deal sheets" or other customary deal credentials issued after Settlement, where the Joint Lead Managers will not require prior written consent). Any marketing release or announcement or engagement (whenever it occurs) must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction and be consistent with other publicly available information in relation to the subject matter of the announcement.

8. Confidentiality

Each party agrees to, and will procure that its Affiliates, directors, officers, employees, advisers, agents and representatives will, keep the terms and subject matter of this Agreement confidential, except:

- (a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;
- (b) disclosure is made to an adviser or to a person who must know for the purposes of this Agreement, on the basis that the adviser or person keeps the information confidential; and
- (c) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sale.

9. Event of termination

9.1 Right of termination

If at any time during the Risk Period (as defined in clause 9.5), any of the matters in this clause 9.1 occurs, then a Joint Lead Manager may terminate this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor and the other Joint Lead Manager.

- (a) **ASX actions:** ASX does any of the following:
 - (i) announces that the Company will be removed from the official list of ASX or ordinary securities in the Company will be suspended from quotation (other than with the approval of the Joint Lead Managers);
 - (ii) removes the Company from the official list; or
 - (iii) suspends the trading of ordinary securities in the Company for any period of time;
- (b) **ASIC inquiry:** ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry or investigation in relation to the Sale;
- (c) **(* Breach:** The Vendor is in default of any of the terms and conditions of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement;
- (d) **(* Banking moratorium.** A general moratorium on commercial banking activities in Australia, New Zealand, the United States, Hong Kong, Singapore or the United

Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries;

- (e) **(*) Change in law:** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia, a new law, or the government of the Commonwealth of Australia, the Reserve Bank of Australia or any Minister or other Government Agency of the Commonwealth of Australia adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this Agreement);
- (f) **(*) Markets** trading in all securities quoted or listed on ASX, the Hong Kong Stock Exchange, the London Stock Exchange, or the New York Stock Exchange is suspended or there is a material limitation of trading in those exchanges; or
- (g) **(*) Hostilities** there is an outbreak or major escalation or hostilities in any part of the world, whether war has been declared or not, involving any one or more of Australia, the United States or the United Kingdom, or a significant act or acts of terrorism is perpetuated against any of those nations anywhere in the world.

9.2 Materiality

No event listed in clause 9.1 that includes (*) entitles a Joint Lead Manager to exercise its termination rights unless, in the bona fide opinion of the Joint Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the willingness of persons to purchase the Sale Securities; or
 - (ii) the price at which ordinary securities in the Company are sold on the ASX;
or
- (b) would reasonably be expected to give rise to a liability of the Joint Lead Manager or its Affiliates under the Corporations Act or any other applicable law.

9.3 Termination by Joint Lead Managers

If in accordance with this clause 9, a Joint Lead Manager (the "Terminating JLM") terminates its obligations under this Agreement, the other Joint Lead Manager (the "Remaining JLM") may elect by giving a notice in writing to the all other parties, by the end of the Business Day after the Remaining JLM receives notice from the Terminating JLM of its termination (or within such other period as the Vendor and the Remaining JLM may agree), to:

- (a) also terminate its obligations under this Agreement; or
- (b) assume the obligations of the Terminating JLM under this Agreement.

The exercise by the Terminating JLM of its right to terminate does not automatically terminate the obligations of the Remaining JLM, except that if the Remaining JLM fails to give a notice under this clause 9.3 within the period specified, it shall be treated as having also terminated its obligations under this Agreement (unless the Vendor and the Remaining JLM agree otherwise).

If the Remaining JLM gives a notice under this clause 9.3 that it or they will assume the obligations of the Terminating JLM under this Agreement, then the Respective Proportions of the Remaining JLM will be adjusted accordingly (such that its Respective Proportion will become 100%) and in addition to the fees to which it is entitled as agreed between the parties,

it will also be entitled to the fees that would have been payable to the Terminating JLM as agreed between the parties if it had not terminated this agreement.

9.4 Effect of termination

Where, in accordance with this clause 9, a Joint Lead Manager terminates its obligations under this Agreement:

- (a) the obligations of the Joint Lead Manager under this Agreement immediately end (save in respect of clause 5.4); and
- (b) any entitlements of the Joint Lead Manager accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.

9.5 Risk Period

For the purposes of clause 9.1, the "Risk Period" means the period commencing on the execution of this Agreement and ending at 10.00am on the Trade Date (as defined in the Timetable).

9.6 Foreign resident capital gains tax

- (a) The Vendor makes a declaration under section 14-225 of Schedule 1 of the Taxation Administration Act 1953 (Cth) that the Sale Securities are not, and will not be, indirect Australian real property interests (as defined under the Income Tax Assessment Act 1997 (Cth)) from the date of this Agreement up to and including the Settlement Date.
- (b) Each Joint Lead Manager acknowledges the declaration made by the Vendor in clause 9.6(a) and, subject to law, will not withhold any amount in relation to a CGT Withholding Amount from any payments to be made to the Vendor in relation to the Sale Securities unless the Joint Lead Manager knows that any such declaration is false.
- (c) "CGT Withholding Amount" means amounts, if any, determined under section 14-200(3) of Schedule 1 to the Taxation Administration Act 1953 which may be payable to the Commissioner of Taxation of the Commonwealth of Australia under section 14-200(1) of Schedule 1 to the Taxation Administration Act 1953.

9.7 Withholding

If a Joint Lead Manager is required by law to make a deduction or withholding in respect of any sum payable under this Agreement, the Joint Lead Manager may deduct or withhold any amounts required by law and shall not be required to pay any additional amount in respect of such deduction or withholding.

10. **Notices**

- (a) A notice, consent or other communication under this Agreement is only effective if it is:
 - (i) in writing, signed by or on behalf of the person giving it;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) either:

- A. delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - B. sent by email to that person's email address which must state the first and last name of the sender.
- (b) A notice, consent or other communication that complies with this clause 10 is regarded as given and received:
- (i) if it is delivered or sent by email, the earlier of:
 - A. the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email; and
 - B. four hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that four hour period, an automated message that the email has not been delivered or an automated 'out of office' reply;
- (c) A person's address and fax number are those set out below, or as the person notifies the sender:

Vendor

Name: VIP Energy Australia B.V.

Address: K.P. van der Mandelelaan 130, 3062 MB, Rotterdam, Netherlands

Email: DTD@vitol.com

BofA Securities

Name: Merrill Lynch Equities (Australia) Limited (marked to the attention of David Karapetian and Paul Olivera)

Address: Level 33, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000

Email: david.karapetian@bofa.com and paul.olivera@bofa.com

UBS Securities Australia Limited

Name: Charlie Daish

Address: 16 Chifley Tower, 2 Chifley Square, Sydney NSW 2000

Email: Charlie.daish@ubs.com, with a copy to
ol-legalanzccs@ubs.com

11. **Miscellaneous**

11.1 Entire agreement

This Agreement, constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

11.2 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia and waives any right to claim that those courts are an inconvenient forum.

11.3 No assignment

No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties except that a Joint Lead Manager may assign its rights or obligations under this Agreement to an Affiliate of the Joint Lead Manager.

11.4 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

11.5 Waiver and variation

A provision of or right vested under this Agreement may not be:

- (a) waived except in writing signed by the party granting the waiver, or
- (b) varied except in writing signed by the parties.

11.6 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party, or having effect after the termination of this Agreement for whatever reason remains in full force and effect and is binding on that party.

11.7 Patriot Act

BofA Securities hereby notifies the Vendor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, the "Patriot Act") and other applicable laws, rules and regulations, it is required to obtain, verify and record information that identifies the Vendor and its affiliates, which information includes the name and address of the Vendor and its affiliates and other information that will allow BofA Securities to identify the Vendor in accordance with the Patriot Act and such other laws, rules and regulations.

11.8 Counterparts

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

11.9 Interpretation

In this Agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to "dollars" and "\$" is to Australian currency;
- (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, jointly and severally; and
- (e) all references to time are to Sydney, New South Wales, Australia time.

11.10 Relationship between the Joint Lead Managers

- (a) Unless otherwise expressly provided for in this Agreement, all obligations and liabilities of the Joint Lead Managers under this Agreement are several and not joint or joint and several.
- (b) Each Joint Lead Manager holds and may exercise its rights, powers and benefits under this Agreement individually. Where the consent or approval of the Joint Lead Managers is required under this Agreement, that consent or approval must be obtained from each of the Joint Lead Managers (other than one whose obligations are terminated under clause 9).
- (c) Nothing contained or implied in this Agreement constitutes any of the Joint Lead Managers as the partner, agent or representative of the other Joint Lead Manager for any purpose or creates any partnership, agency or trust between them.
- (d) No Joint Lead Manager shall be liable for any Losses arising out of the actions taken by or advice given by the other Joint Lead Manager. In addition, the rights of a Joint Lead Manager and the Indemnified Parties associated with that Joint Lead Manager under the indemnity in clause 6 will in no way be affected by the actions taken or alleged to have been taken or advice given by the other Joint Lead Manager or Indemnified Parties associated with the other Joint Lead Manager.

11.11 Joint Activities

- (a) The Vendor considers that the nature and scope of the services sought by the Vendor under this Agreement reasonably require two joint lead managers and underwriters, and the Joint Lead Managers are not in competition with each other for the provision of the services to the Vendor under this Agreement.
- (b) The Vendor and the Joint Lead Managers agree and acknowledge that the activities of the Joint Lead Managers pursuant to this Agreement are undertaken jointly and are for the purpose of and are reasonably necessary to implement the Sale (including without limitation the pricing of the Sale and the marketing of the Sale).

12. **Dictionary**

In this Agreement:

Advance Amount has the meaning given in clause 2.9.

Affiliates has the meaning given to that term in Rule 501(b) under the U.S. Securities Act and also includes, in respect of any person, any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

Agreement means this block trade agreement.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) and, where the context requires, its Related Bodies Corporate, or the financial market operated by ASX Limited.

ASX Listing Rules means the listing rules of ASX.

ASX Operating Rules means the operating rules of ASX.

ASX Settlement Operating Rules means the Settlement Rules made by ASX and the provisions of the Corporations Act and ASX Listing Rules concerning the electronic security registration and transfer system as and to the extent they apply to the Company.

BHC Act Affiliate has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

Business Day means a day on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia and London, England.

CGT Withholding Amount has the meaning given in clause 9.6(c).

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

Covered Entity means any of the following:

- (a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §252.82(b);
- (b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §47.3(b); or
- (c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §382.2(b).

Default Right has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

Eligible U.S. Fund Managers means dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account

(other than an estate or trust) held for the benefit or account of persons that are not "U.S. persons" (as defined in Regulation S) for which they have, and are exercising, investment discretion within the meaning of Rule 902(k)(2)(i) of Regulation S.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the *Foreign Acquisitions and Takeovers Regulation 2015* (Cth).

Government Agency means any government in any jurisdiction, whether federal, state, territorial or local, or any governmental, semi-governmental or judicial entity or authority, including a stock exchange or a self-regulatory organisation established under statute.

Group Member means the Vendor and each of its Subsidiaries as at the date of this Agreement and **Group Member** means any one of them.

Indemnified Party has the meaning given in clause 5.1.

Company has the meaning given in clause 1.

Losses has the meaning given in clause 5.1.

Permitted Jurisdictions means Australia, Canada, Cayman Islands, European Union, Hong Kong, Luxembourg, New Zealand, Norway, Singapore, Switzerland, the United Arab Emirates, the United Kingdom and United States.

Regulation S means Regulation S under the U.S. Securities Act.

Related Bodies Corporate has the meaning set out in the Corporations Act.

Respective Proportion means:

- (a) in the case of BofA Securities: 50%; and
- (b) in the case of UBS: 50%.

Restricted Securities has the meaning given in clause 2.9.

Sale has the meaning given in clause 1.

Sale Price has the meaning given in clause 2.2.

Sale Securities has the meaning given in clause 1.

Sanctions has the meaning given in 3.1(e).

Settlement Date has the meaning given to it in clause 2.3 and is the date referred to as the Settlement Date in the Timetable.

Subsidiary has the meaning given to it in section 46 of the Corporations Act and includes, in respect of a trust, a corporation or trust that would have been a Subsidiary if that trust were a corporation and including any sub-trust which is directly or indirectly controlled by the trust, whether by way of holding the majority of voting interests that allow a beneficial holder to influence the affairs of the trust or otherwise.

Timetable has the meaning given in clause 2.5 and is contained in Schedule 2.

Trade Date is the date referred to as the Trade Date in the Timetable.

U.S. Securities Act means the U.S. Securities Act of 1933, as amended.

U.S. Special Resolution Regime means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Withholding Notice has the meaning given in clause 9.7.

EXECUTION

Executed as an agreement as of the date of this letter.

Each person executing this letter on behalf of a party states that they have no notice of revocation or suspension of their authority.

Signed for Merrill Lynch Equities (Australia) Limited:



Signatory

Mark Warburton

Print Name

Signed for UBS Securities Australia Limited
by its authorised signatories:

Authorised signatory signature

Authorised signatory signature

Print Name

Print Name

Position

Position

EXECUTION

Executed as an agreement as of the date of this letter.

Each person executing this letter on behalf of a party states that they have no notice of revocation or suspension of their authority.

Signed for Merrill Lynch Equities (Australia) Limited:

Signatory

Print Name

Signed for UBS Securities Australia Limited
by its authorised signatories:



Authorised signatory signature

CHARLIE DAISH

Print Name

EXECUTIVE DIRECTOR

Position



Authorised signatory signature

MATTHEW BELCS

Print Name

MANAGING DIRECTOR

Position

Executed on behalf of VIP Energy Australia B.V.
by:

A handwritten signature in blue ink, appearing to be 'Sander Schot', written over a horizontal line.

Signature of director

SANDER SCHOT

Name of director (print)

Schedule 1

Sale Securities

Name of legal holder of Sale Securities (insert name of custodian/nominee if applicable)	Name of beneficial holder of Sale Securities ("the Vendor")	Number of Sale Securities
VIP Energy Australia B.V.	VIP Energy Australia B.V.	248,632,785
TOTAL		248,632,785

Schedule 2

Timetable

Key events	Business Day	Date
Execution of Agreement	T-1	12 September 2023
Trade Date (T)	T	13 September 2023
Settlement Date	T+2	15 September 2023