

**AUSTRALIAN ZIRCON NL**  
**ACN 063 389 079**

**NOTICE OF GENERAL MEETING**  
**AND**  
**EXPLANATORY MEMORANDUM**

**Important Information**

This is an important document that should be read in its entirety. If you do not understand it you should consult your professional advisor without delay.

If you wish to discuss any aspect of this document with the Company please contact  
Mr Graham Seppelt on telephone (+61 8) 7325 6500

**AUSTRALIAN ZIRCON NL**  
**ACN 063 389 079**

**NOTICE OF GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a General Meeting of the members of Australian Zircon NL will be held at 52 Ord Street, West Perth at 11am (Perth time) on 13 April 2016 to consider the following business and, to consider and, if thought fit, to pass the following Resolution:

**AGENDA**

**RESOLUTION 1 – DISPOSAL OF MAIN UNDERTAKING**

To consider, and if thought fit, to pass with or without amendment, the following Resolution as an **ordinary resolution**.

*“That for the purposes of clause 14.2(b)(ii) of the Constitution and for all other purposes approval be and is hereby given to the sale and assignment by the Company of its 80% Joint Venture Interest in the WIM150 Joint Venture to the Purchaser for the consideration and on the terms and conditions set out in the Explanatory Memorandum.”*

DATED this 18th day of March 2016.

BY ORDER OF THE BOARD

Graham Seppelt  
Company Secretary

**Notes:**

**Definitions**

Terms which are used in this Notice and which are defined in Section 2 of the Explanatory Memorandum have the meanings ascribed to them therein.

**Address**

If you have recently changed your address or if there is an error in the name and address used for this Notice please notify the Company Secretary. In the case of a corporation, notification is to be signed by a director or company secretary.

**Voting Entitlement**

The Board has determined that a Shareholder’s entitlement to vote at the Meeting will, in accordance with the Corporations Act, be the entitlement of that Shareholder set out in the register of members as at 6pm Perth time on the 11th day of April 2016.

This means that any Shareholder registered at 6pm Perth time on the 11th day of April 2016 is entitled to attend and vote at the Meeting.

## **Proxies**

A member entitled to attend this Meeting and vote is entitled to appoint a proxy to attend and vote for the member at the Meeting. A proxy need not be a member. If the member is entitled to cast 2 or more votes at the Meeting the member may appoint 2 proxies. If a member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of the votes. A form of proxy is attached with this notice.

A body corporate appointed as a Shareholder's proxy may appoint a representative to exercise any of the powers the body may exercise as a proxy at the Meeting. The representative should bring to the Meeting evidence of this appointment, including any authority under which the appointment is signed, unless it has previously been given to the Company.

A proxy's authority to speak and vote for a Shareholder at the Meeting is suspended if the Shareholder is present at the Meeting.

The proxy form must be signed and dated by the Shareholder or the Shareholder's attorney. Joint Shareholders must each sign.

In accordance with section 250BA of the Corporations Act, the Company specifies the following information for the purposes of receipt of proxy appointments. To vote by proxy, please complete and sign the proxy form enclosed with this Notice as soon as possible and either:

- Return the proxy form by post to Australian Zircon NL, PO Box 8242 Station Arcade, Adelaide, SA 5000; or
- Return the proxy form by delivery to Australian Zircon NL, Room SH 404 Level 4, 170 North Terrace, Adelaide, SA 5000 ; or
- Send the proxy form to Australian Zircon NL on facsimile number +61 (0) 8 9481 5142.

To be effective a completed proxy form must be received by the Company by no later than 11 am (Perth Time) on 11 April 2016.

Where the proxy form is executed under power of attorney, the power of attorney must be lodged in like manner as the proxy.

## **Bodies Corporate**

A body corporate may appoint an individual as its representative to exercise any of the powers the body may exercise at meetings of a company's shareholders. The appointment may be a standing one.

Unless the appointment states otherwise, the representative may exercise all of the powers that the appointing body could exercise at a meeting or in voting on a resolution.

The representative should bring to the Meeting evidence of his or her appointment, including any authority under which the appointment is signed, unless it has previously been given to the Company.

**AUSTRALIAN ZIRCON NL**  
**ACN 063 389 079**

**EXPLANATORY MEMORANDUM**

This Explanatory Memorandum forms part of a Notice convening a General Meeting of Australian Zircon NL to be held at 11am on 13 April 2016 at 52 Ord Street, West Perth, Western Australia, 6005. This Explanatory Memorandum is to assist Shareholders in understanding the background to and the legal and other implications of the Notice and the reasons for the Resolution proposed. Certain terms used in the Notice and this Explanatory Memorandum are defined in Section 2.

**1. RESOLUTION 1**

**BACKGROUND**

As Shareholders are aware, the Company owns an 80% participating interest in the WIM150 Joint Venture.

Prior to and since the creation of the Joint Venture, AZC has, based on the most recently conducted calculations, contributed approximately \$40.81 million (comprising approximately \$25.28 million on direct expenditure, approximately \$11.32 million of accrued interest and approximately \$4.21 million of attributed overhead) towards the acquisition of the Joint Venture Interest, conduct of the BFS in respect of the Project and subsequent development of the Project, including in respect of furthering efforts aimed at obtaining necessary approvals for the commencement of commercial mining operations on the Project.

These funds have been contributed as loans to the Company by DCM, its largest shareholder. In addition, DCM has incurred an amount which currently totals approximately \$68.44 million, inclusive of accrued interest, in paying out a debt that the Company owed to its previous secured creditor (incurred in respect of the Company's previously owned South Australian mineral sands project), in contributing funds required to terminate the DOCA and in paying for the general operating expenses of the Company.

As at the date of this Explanatory Memorandum the Debt amounts to approximately \$109.25 million. Further, under the Co-Operation Agreement DCM will contribute to AZC up to a further \$501,571 by way of additional loan funds and working capital.

For the past two years the Company has endeavoured to attract investment into the Project and/or the Company following DCM's indication that it did not wish to continue indefinitely to contribute solely to the Company's share of the costs of developing the Project. Many sources were approached and many forms for such investment were canvassed and negotiated including via a national investment bank which was engaged to assist in that process.

The efforts to attract an investor were brought to a head in recent months when DCM indicated that it would cease to support the operating expenses of the Company unless an investor was found to help support the development of the Project and the operation of the Company within the first quarter of CY 2016.

Against the above background the Company and DCM considered a number of proposals which were put forward over the last few months. In addition, the Company approached

Orient to establish whether Orient was interested in acquiring the Joint Venture Interest for a cash payment. Orient indicated that it was not interested and referred the Company to X.Q. as an entity that might assist in locating a purchaser of the Joint Venture Interest. X.Q., in turn, agreed to introduce the Company to the Purchaser on the condition that if a transaction was entered into the Introduction Fee would be payable out of the Purchase Price to X.Q. DCM has indicated that its preference was for the Company to enter into a transaction with the Purchaser, as a result of which the Company has executed the Terms Sheet and is continuing to negotiate the Sale and Purchase Agreement.

Under the Terms Sheet the Company has agreed to sell the Joint Venture Interest to the Purchaser for the sum of AU\$25 million and under the first draft of the Sale and Purchase Agreement Completion is scheduled to occur within two Business Days after the Meeting.

A deposit of \$2 million was paid on the 19<sup>th</sup> of February 2016 pursuant to the Terms Sheet.

## **CONSTITUTION**

Section 14.2(b)(ii) of the Company's Constitution provides as follows:

“Without limiting the generality of Article 14.1, the Directors may at any time:

- (b) Sell or otherwise dispose of the whole or any part of the assets, undertakings and other properties of the Company or any that may be hereafter acquired on such terms and conditions as they may deem advisable, but:
  - (ii) Any sale or disposal of the Company's main undertaking shall only be made subject to the prior approval or ratification of the sale or disposal by the Company in general meeting; “.

The purpose of Resolution 1 is to fulfil the above requirements of the Constitution in respect of the sale and assignment of the Joint Venture Interest pursuant to the Terms Sheet/Sale and Purchase Agreement.

## **EFFECT ON THE COMPANY OF THE PASSAGE OF RESOLUTION 1**

The effect of the passage of Resolution 1 on the Company, assuming Completion thereafter occurs, will be as follows.

The Company had, based on its last audited accounts (30 June 2015), a deficit of assets to liabilities of \$88,114,587. Since then the position has deteriorated further as a result of the further loan funds provided by DCM in support of the Company.

DCM has agreed with the Company pursuant to the Co-Operation Agreement that it will continue to support the Company until Completion by paying the Company's debts incurred up to and accrued as at Completion, by the provision of further loan funds and by providing the Residual Sum up to a maximum of \$501,571.

DCM has also agreed with the Company that immediately following Completion DCM will forgive the Debt and will allow the Company to retain the Residual Sum free of any claim. Immediately following Completion DCM will also discharge all Securities it holds.

Below is the Company's 30 June 2015 audited balance sheet (minus the attaching notes) together with an unaudited pro forma balance sheet of the Company as at Completion based on the assumptions set out below.

**Statement of Financial Position**  
**as at 30 June 2015**  
**(Audited)**

	\$
<b>ASSETS</b>	
<b>CURRENT ASSETS</b>	
Cash and cash equivalents	99,592
Trade and other receivables	172,326
<b>TOTAL CURRENT ASSETS</b>	<u>271,918</u>
<b>NON-CURRENT ASSETS</b>	
Property, plant and equipment	31,275
Deferred exploration and evaluation expenses	18,705,598
<b>TOTAL NON-CURRENT ASSETS</b>	<u>18,736,873</u>
<b>TOTAL ASSETS</b>	<u>19,008,791</u>
 <b>LIABILITIES</b>	
<b>CURRENT LIABILITIES</b>	
Trade and other payables	246,610
Borrowings	106,863,611
Provisions	13,157
<b>TOTAL CURRENT LIABILITIES</b>	<u>107,123,378</u>
<b>TOTAL LIABILITIES</b>	<u>107,123,378</u>
<b>NET LIABILITIES</b>	<u>(88,114,587)</u>
 <b>ACCUMULATED LOSSES</b>	
Issued Capital	110,816,025
Reserves	-
Accumulated Losses	(198,930,612)
<b>ACCUMULATED LOSSES</b>	<u>(88,114,587)</u>

**Pro Forma Statement of Financial Position  
as at Completion Date  
(Unaudited)**

	\$
<b>ASSETS</b>	
<b>CURRENT ASSETS</b>	
Cash	*124,334
Receivables	**25,000
<b>TOTAL CURRENT ASSETS</b>	<u>149,334</u>
<b>NON-CURRENT ASSETS</b>	
Property, plant and equipment	-
Deferred exploration and evaluation Expenses	-
<b>TOTAL NON-CURRENT ASSETS</b>	<u>***Nil</u>
<b>TOTAL ASSETS</b>	<u>149,334</u>
<b>LIABILITIES</b>	
<b>CURRENT LIABILITIES</b>	
Trade and other payables	-
Borrowings	-
Provisions	-
<b>TOTAL CURRENT LIABILITIES</b>	<u>-</u>
<b>TOTAL LIABILITIES</b>	<u>****Nil</u>
<b>NET ASSETS</b>	<u>149,334</u>
<b>ACCUMULATED LOSSES</b>	
Issued Capital	110,816,025
Reserves	-
Accumulated Losses	<u>(110,666,691)</u>
<b>SHAREHOLDERS FUNDS</b>	<u>*****149,334</u>

- \* Assumes that the Residual Sum is retained immediately following Completion.
- \*\* This is the Company's best estimate of GST refund that will be payable after Completion.
- \*\*\* This reflects the disposal of the Joint Venture Interest and the attribution of nil value to the ELs.
- \*\*\*\* This reflects the payout by the Company of all of the Company's debts incurred up to and accrued as at Completion and the forgiveness of the Debt as from Completion. It assumes that the amount of up to \$377,237 in excess of the Residual Sum to be loaned under the Co-operation Agreement is sufficient to payout all of the Company's debts incurred up to and accrued as at Completion.
- \*\*\*\*\* This assumes that Completion occurs in the first two weeks of April 2016. Delays beyond that will result in the Company expending money on working capital which will mean its cash at Completion will be less than that reflected in the above pro-forma Statement.

## **EFFECT ON THE COMPANY IF RESOLUTION 1 IS NOT PASSED**

If Resolution 1 is not passed DCM will cease to fund the operations of the Company beyond Completion. The Debt will remain due and owing. The Company will thereupon be unable to pay its debts as and when they fell due. In that event the Directors would need to consider whether it was legally permissible to allow the Company to continue to trade and, in all probability, would place the Company into administration.

DCM has indicated that in that circumstance it would enforce its Securities and effect the sale of the Joint Venture Interest via the appointment of an external controller to the Company.

## **DIRECTORS' RECOMMENDATIONS**

Messrs Shervington and Jacobs recommend that, in the absence of a Superior Proposal, Shareholders vote in favour of Resolution 1 for the following reasons.

The passage of Resolution 1 will mean that Shareholders will share in a relatively insignificant amount of positive equity as represented predominantly by the Residual Sum. This compares to the current position where shares in the Company have a negative value.

In order for Shareholders to be in a better position either a third party would be required to contribute consideration of greater value than the Purchase Price and AZC would be required to receive, free of claim, an amount greater than the Residual Sum, or a third party would need to pay a sum of money that exceeds the amount of the Debt by more than the Residual Sum, thus allowing the Company to repay the Debt and retain cash in excess of the Residual Sum. Based on their observations of the efforts of the Company and its appointed advisers over the last two years Messrs. Shervington and Jacobs consider this to be a highly remote possibility, particularly in the current depressed climate for resource investments in Australia.

Neither Dr Kornfeld nor Mr Styblo make any recommendations in relation to Resolution 1 because of their connections with DCM and the fact that DCM will, as a result of Completion occurring, receive a payment of \$25 million minus the Introduction Fee and the Residual Sum and minus any contribution made pursuant to the Co-Operation Agreement at Completion (up to \$377,237 maximum) out of the \$25 million towards debts of the Company, in partial satisfaction of the Debt. DCM intends, in the absence of a Superior Proposal, to vote for Resolution 1.

## **INTERESTS OF DIRECTORS**

None of the Directors has any direct interest in the outcome of Resolution 1. However, it is expected that out of the proceeds of Completion, the Directors will be paid any outstanding Directors' fees owing to them at that time.

An entity associated with Mr Shervington owns 1,216,230 Shares and 900,000 partly paid shares in the Company.

Any of the Directors who may continue in a role with the Company post Completion may benefit from acting in that role.

A company associated with Mr Shervington will be paid fees on ordinary arms-length terms for legal services rendered in connection with the Transaction.

Dr Kornfeld is an executive of DCM and is remunerated accordingly. Mr Styblo was, until the end of February 2016, an executive of DCM and was remunerated accordingly. He will continue to act as a consultant to DCM on an “as required” basis and will be remunerated accordingly. Mr Styblo will not receive any payments or bonuses if Completion occurs. An entity associated with Dr Kornfeld has since 1 November 2015 had an arrangement with DCM whereby one half of the fees that are charged for Dr Kornfeld’s services will be paid out of the proceeds of any transaction involving the Joint Venture Interest, and these fees will, accordingly, be paid at Completion.

None of the Directors nor any of their respective Associates has any interest whatsoever, direct or indirect, in the Introduction Fee.

## **FUTURE OF THE COMPANY**

The future of the Company is, at this stage, uncertain. What is clear, currently, is that DCM will provide no further funding to the Company beyond Completion and that the Company will, therefore, only have the Residual Sum plus any of the \$25,000 estimated GST refund that is recovered, to survive on and will need, in due course, to find alternative sources of funding. The alternatives are that the Company is liquidated via voluntary liquidation or that it looks at some form of restructure that might enable some value to be obtained for the corporate shell. Any such restructure will necessitate a severe consolidation of the Company’s shares. However, as yet no specific plans in that regard have been resolved upon.

For the immediate future it is currently intended that Messrs Shervington, Jacobs, Kornfeld and Styblo will remain as Directors of the Company. However, this is as yet not finally resolved.

## **TERMS SHEET/SALE AND PURCHASE AGREEMENT**

Below is a summary of the material terms of the Terms Sheet and of the first draft of the Sale and Purchase Agreement.

The Terms Sheet records the intention of the Purchaser to acquire the Joint Venture Interest and of the Company to sell the Joint Venture Interest to the Purchaser for the Purchase Price. It also records the Purchaser’s and the Company’s intentions to “enter into a binding Asset Sale Agreement according to the terms in this document”.

The Terms Sheet provides for a deposit of AU\$2 million to be payable before 5pm (Hong Kong time) on February 19, 2016. As noted above, this has been paid. It provides for the Company to provide “details required for due diligence”, for the Company to procure the release of any Securities, for the historical liabilities in relation to the Joint Venture Interest to remain with the Company, for the necessity for Shareholder approval for the Transaction within a “reasonable time frame”, for confidentiality obligations and for the parties to use best endeavours to finalise the negotiation of the formal sale agreement within 60 days of a first draft.

The first draft of the Sale and Purchase Agreement provides, as well as the usual provisions in documents of its nature, that it is conditional upon Shareholder approval being obtained by no later than ( ) March 2016, the waiver by Orient of its pre-emptive and tag-along rights under the Joint Venture Agreement by no later than ( ) March, 2016, the Purchaser providing evidence that no approvals under the Australian Foreign Takeovers

law or policies of the Foreign Investment Review Board are required in respect of the Transaction or (if required) the obtaining of such approvals by no later than ( ) March 2016 and the obtaining of any approvals required under the relevant Victorian Mining legislation by no later than ( ) March 2016.

The draft provides for the appointment of Murray Zircon Pty Ltd (a subsidiary of Orient) as “Manager” of the Joint Venture as from Completion, for the Company to be liable for all liabilities and expenses arising in respect of the Joint Venture Interest in respect of the period prior to Completion and for the Purchaser to be responsible for such liabilities and expenses in respect of the period after Completion, standard warranties are provided by the parties, limits on the extent to which liabilities that will arise in respect of the period after Completion can be brought about without the consent of the Purchaser.

A second draft of the Sale and Purchase Agreement has been received from the Purchaser’s solicitors and is under review.

## 2. DEFINITIONS

In the Notice and in this Explanatory Memorandum:

“**Associates**” has the meaning given in Section 10 to 15 of the Corporations Act;

“**BFS**” means the bankable feasibility study carried out by the Company in respect of the Project which led to the formation of the Joint Venture in September 2013;

“**Board**” means the Board of Directors as constituted from time to time;

“**Business Day**” means any day on which trading banks are open to the public in Western Australia;

“**Company**” and “**AZC**” means Australian Zircon NL ACN 063 389 079;

“**Completion**” means completion of the sale and purchase of the Joint Venture Interest pursuant to and in accordance with the Sale and Purchase Agreement;

“**Constitution**” means the constitution of the Company as amended from time to time;

“**Co-Operation Agreement**” means an agreement so titled entered into between DCM and the Company on 3 March 2016 relating to the affairs of the Company and the Transaction;

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

“**DCM**” means DCM DECOMetal GmbH (a company registered in Austria) with its address at Grazerplatz 5, A-8280 Furstenfeld, Austria

“**Debt**” means, at any time, the total amount owed by the Company to DCM at that time, inclusive of accrued and unpaid interest;

“**Director**” means a director of the Company;

“**DOCA**” means the Deed of Company Arrangement entered into by the Company on 10 March 2010 following the Company being placed in administration in October 2009;

“**ELs**” means exploration licence numbers EL5446 and EL5460 owned 100% by the Company located at Horsham and Laharum, Victoria respectively;

“**Explanatory Memorandum**” means this explanatory memorandum;

“**Introduction Fee**” means the sum of AU\$1,250,000 payable, subject to and conditional upon Completion occurring, out of the AU\$23 million payable at Completion, by way of introduction fee to X.Q.;

“**Joint Venture**” means the unincorporated joint venture in respect of the Project constituted by the Joint Venture Agreement;

**“Joint Venture Agreement”** means the joint venture agreement in respect of the Project between AZC and Orient formed on the 3<sup>rd</sup> of September 2013;

**“Joint Venture Interest”** means the 80% “Joint Venture Interest” (as defined in the Joint Venture Agreement) in the Joint Venture owned by the Company;

**“Meeting”** means the meeting of Shareholders convened by this Notice;

**“Notice”** and **“Notice of Meeting”** means the notice of meeting to which this Explanatory Memorandum is attached;

**“Orient”** means Orient Zirconic Resources (Australia) Pty Ltd ACN 146 994 238;

**“Project”** means the WIM150 mineral sands project owned by the Joint Venture located in Horsham, Victoria;

**“Purchase Price”** means AU\$25 million;

**“Purchaser”** means Million Up Limited a company duly incorporated in Hong Kong having registration number 0841845 of Flat 3306A, 33/F., Cable TV Tower, 9 Hoi Shing Road, Tsuen Wan, Hong Kong;

**“Related Party”** has the meaning ascribed to it in Section 228 of the Corporations Act;

**“Residual Sum”** means the sum of \$124,334 which DCM has agreed with AZC to allow AZC to retain out of the proceeds of the Sale and Purchase Agreement free of any claim whatsoever by DCM;

**“Resolution”** means a resolution set out in this Notice and **“Resolutions”** has a corresponding meaning;

**“Sale and Purchase Agreement”** means the proposed agreement which is currently being negotiated between the Company and the Purchaser to formalise the provisions of the Terms Sheet;

**“Section”** means a section of this Explanatory Memorandum;

**“Securities”** means all securities granted by the Company to DCM to secure repayment of the Debt;

**“Share”** means an ordinary fully paid share in the capital of the Company and **“Shareholder”** has a corresponding meaning;

**“Superior Proposal”** means a competing proposal to the Transaction which the Board considers would, if completed substantially in accordance with its terms, be more favourable to Shareholders (as a whole) and creditors of the Company than the Transaction;

**“Terms Sheet”** means an agreement dated 6 February 2016 between the Company and the Purchaser for the sale of the Joint Venture Interest;

**“Transaction”** means the sale and purchase of the Joint Venture Interest pursuant to the Terms Sheet and the Sale and Purchase Agreement;

**“X.Q.”** means X.Q. (HK) Enterprises Limited, a company incorporated in Hong Kong, registration number 1241433, having its office at Unit 1005, 10/F, Tower 1, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong.

In the Notice and in this Explanatory Memorandum, references to currency are to the currency of Australia.

**AUSTRALIAN ZIRCON NL**  
**ABN 60 063 389 079**  
**PROXY FORM**

Australian Zircon NL  
PO Box 8242  
Station Arcade  
South Australia, 5000  
Fax Number: +61 (0) 8 9481 5142  
Email: [seppelt@bold.net.au](mailto:seppelt@bold.net.au)

I/We \_\_\_\_\_  
of \_\_\_\_\_  
being a shareholder/(s) of Australian Zircon NL hereby appoint \_\_\_\_\_  
of \_\_\_\_\_  
or failing him/her \_\_\_\_\_  
of \_\_\_\_\_

or failing him/her the Chairman as my/our proxy to vote for me/us and on my/our behalf at the General Meeting of the Company to be held at 11am, 13 April 2016 at 52 Ord Street, West Perth, Western Australia 6005 and at any adjournment thereof in respect of [ ]% of my/our shares or, failing any number being specified, **ALL** of my/our shares in the Company. If two proxies are appointed, the proportion of voting rights this proxy is authorised to exercise is [ ]%. (An additional proxy form will be supplied by the Company on request.)

If you wish to indicate how your proxy is to vote, please tick the appropriate places below. If no indication is given on a Resolution, the proxy may abstain or vote at his or her discretion.

I/we direct my/our proxy to vote as indicated below:

<u>Number</u>	<u>Resolution</u>	<u>For</u>	<u>Against</u>	<u>Abstain</u>
1	Disposal of Main Undertaking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Proxies given by a natural person must be signed by each appointing shareholder or the shareholder's attorney duly authorised in writing. Proxies given by companies must be executed in accordance with section 127 of the Corporations Act or signed by the appointor's attorney duly authorised in writing. The Chairman intends to vote all undirected proxies in favour of each Resolution.

You acknowledge that the Chairman may exercise your proxy even if he has an interest in the outcome of the Resolution and votes cast by him other than as proxy holder will be disregarded because of that interest.

If you have not directed your proxy how to vote, the Chairman will not cast your votes on the Resolution and your votes will not be counted in calculating the required majority if a poll is called on the Resolution.

As witness my/our hand/s this \_\_\_\_\_ day of \_\_\_\_\_ 2016

**If a natural person:**

SIGNED by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if joint holder)

**If a company:**

Executed in accordance with section 127 of the Corporations Act

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Secretary