

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company/registered  
scheme/notified foreign  
passport fund name

FINDER ENERGY HOLDINGS LIMITED (ASX:FDR) (Finder)

ACN/ARSN/APFRN  
NFPFRN (if applicable)

ACN 656 811 719

**1. Details of substantial holder (1)**

Name Amplus Energy (Holdings) Limited (**Amplus**), Ian Riddoch Williamson Herd (**Ian Herd**) and each of the controlled entities of Amplus set out in Annexure A (**Amplus Controlled Entities**)

ACN/ARSN/APFRN (if applicable)

N/A

NFPFRN (if applicable)

N/A

The holder became a substantial holder on

16/01/2026

**2. Details of voting power**

The total number of votes attached to all the voting shares or interests in the company, scheme or fund that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	37,233,008	37,233,008	7.52% (on the basis that Finder has 494,844,497 ordinary shares on issue)

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Amplus	As the registered holder of 37,233,008 fully paid ordinary shares, relevant interest arises under section 608(1) of the <i>Corporations Act 2001</i> (Cth) ( <b>Corporations Act</b> ) issued pursuant to a subscription agreement between Amplus and Finder dated 30 November 2025 ( <b>Subscription Agreement</b> ). A copy of the Subscription Agreement is attached as <b>Annexure B</b> of this notice.	37,233,008 Fully paid ordinary shares
Ian Herd	Relevant interest arises under section 608(3) of the <i>Corporations Act</i> as Ian Herd is the sole shareholder of Amplus and controls Amplus.	37,233,008 Fully paid ordinary shares

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Amplus and Ian Herd	Amplus	Amplus	37,233,008 Fully paid ordinary shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
Amplus and Ian Herd	16/01/2026	Deemed issue price of \$0.37 per Finder share pursuant to the Subscription Agreement set out in Annexure B.	37,233,008 Fully paid ordinary shares

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

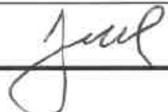
Name and ACN/ARSN/APFRN (if applicable) and NFPFRN (if applicable)	Nature of association
Amplus Controlled Entities	Each entity listed in Annexure A is an associate of Amplus by virtue of section 12(2)(a) of the Corporations Act, as each of those entities are controlled by Amplus.

**7. Addresses**

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

Name	Address
Amplus	119 Grandholm Drive, Aberdeen, United Kingdom, AB22 8AE
Ian Herd	119 Grandholm Drive, Aberdeen, United Kingdom, AB22 8AE
Amplus Controlled Entities	See Annexure A.

**Signature**

print name IAN HERD capacity Director  
 sign here  date 21/10/2026

**DIRECTIONS**

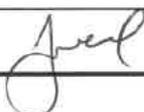
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. A corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, money and otherwise, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included 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 to the person from whom the relevant interest was acquired.

# Annexure A

## Amplus Controlled Entities

This is Annexure A of 1 page referred to in the Form 603 Notice of Initial Substantial Holder.

print name IAN HERD capacity Director  
sign here  date 21/01/2026

Name	Address
Amplus Energy Group Limited	119 Grandholm Drive, Aberdeen, Scotland, AB22 8AE
Amplus Energy Services Limited	119 Grandholm Drive, Aberdeen, Scotland, AB22 8AE
Vampire Production Limited	119 Grandholm Drive, Aberdeen, Scotland, AB22 8AE

**Annexure B**  
**Subscription Agreement**

This is Annexure B of 54 pages (including this page) referred to in the Form 603 Notice of Initial Substantial Holder.

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print name	<u>IAS HERD</u>	capacity	<u>Director</u>
sign here	<u></u>	date	<u>21/01/2026</u>

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# Subscription Agreement

Finder Energy Holdings Limited

Amplus Energy (Holdings) Limited

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**Date** 30 November 2025

## Parties

- 1 **Finder Energy Holdings Limited** ACN 656 811 719 of South Shore Centre, Level 4, Suite 1, 85 South Perth Esplanade, South Perth, WA 6151 (**Company**)
- 2 **Amplus Energy (Holdings) Limited** a company incorporated and registered in Scotland with company number SC534915 of 119 Grandholm Drive, Aberdeen, United Kingdom, AB22 8AE (**Subscriber**)

## Background

- A The parties have entered into the Transaction Agreement in respect of the sale of the Vessel owned by the Subscriber.
- B As part of the consideration for the acquisition of the Vessel by the Company, the Company has agreed to issue to the Subscriber, and the Subscriber wishes to subscribe for, the Subscription Shares on the terms contained in this document.

## Agreed terms

### 1 Interpretation

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#### 1.1 Definitions

In this document these terms have the following meanings:

<b>Affiliate</b>	In relation to any person (including a party), any entity which controls, is controlled by, or is under common control with that person from time to time. An entity will be deemed to "control" another entity if it directly or indirectly owns or controls whether alone or by agreement with another person any of the following: <ol style="list-style-type: none"><li>(a) more than 50% of the shares entitled to vote at a general meeting of shareholders of such other entity;</li><li>(b) more than 50% of the equity voting interests in such other entity if such entity does not have shares; or</li><li>(c) the power to direct, or cause the direction of, the management or policies of such entity, or the right to appoint or dismiss its board of directors or equivalent body.</li></ol>
<b>ASIC</b>	The Australian Securities and Investments Commission.
<b>Associate</b>	Has the meaning given in section 12 of the Corporations Act.

<b>ASX</b>	ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
<b>ASX Listing Rules</b>	Official listing rules of the ASX.
<b>ASX Policy</b>	The ASX policy in relation to the good fame and character of directors as set out in ASX Guidance Note 1, or any analogous ASX policy or regulation which supersedes or replaces it.
<b>Board</b>	The board of directors of the Company.
<b>Business Day</b>	A day which is not a Saturday, Sunday or bank or public holiday in Perth, Australia, or Aberdeen, Scotland.
<b>Claim</b>	Any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
<b>Cleansing Notice</b>	A notice under section 708A(5)(e) of the Corporations Act and which complies with section 708A(6) of the Corporations Act.
<b>Completion</b>	The completion of the issue and allotment of the Subscription Shares in accordance with this document.
<b>Completion Date</b>	The date that is 1 Business Day after the last Condition Precedent is satisfied or (if applicable) waived or as otherwise agreed in writing by the parties.
<b>Conditions Precedent</b>	The conditions precedent in <b>clause 3.1</b> .
<b>Constitution</b>	The constituent documents of the Company in force from time to time.
<b>Corporations Act</b>	The <i>Corporations Act</i> 2001 (Cth).
<b>Encumbrances</b>	Any interest or power: <ul style="list-style-type: none"> <li>(a) reserved in or over any interest in any asset including, but not limited to, any retention of title or preferential right; or</li> <li>(b) created or otherwise arising in or over any interest in any asset under any form of security whatsoever, including a bill of sale, mortgage, charge, lien, pledge, trust or power or security interest (within the meaning of the PPSA),</li> </ul> whether registered or unregistered and includes, but is not limited to, any agreement to grant or create any of the above.
<b>Equity Raising</b>	The offer of new Shares to institutional investors via a two-tranche institutional placement at the Placement Price to raise a minimum amount of A\$15 million.
<b>Equity Securities</b>	Has the meaning given to that term in the ASX Listing Rules.
<b>FEA</b>	The FPSO FEED and Exclusivity Agreement dated 5 September 2025 between the Company and Subscriber (as amended from time to time).

<b>Government Agency</b>	Any government or any governmental, semi-governmental, administrative, statutory or judicial entity (including a court), commission, tribunal, agency or authority, or any minister, department, office or delegate of any government, whether in Australia or elsewhere.
<b>Group</b>	The Company and each Related Body Corporate of the Company.
<b>Insolvent</b>	<p>A party is insolvent if:</p> <ul style="list-style-type: none"> <li>(a) an application is made to a court or an order is made, or a resolution is passed or a meeting is convened for the winding up, dissolution or administration of the party or one of its Related Bodies Corporate, or an event occurs that would give any person the right to make an application of this type;</li> <li>(b) the party institutes any proceedings or arrangements for the liquidation of, or a receiver is appointed to, the party or one of its Related Bodies Corporate;</li> <li>(c) a receiver, a receiver and manager, administrator, liquidator, provisional liquidator or similar officer is appointed over or a distress or execution is levied over the party or one of its Related Bodies Corporate or the assets of the party or one of its Related Bodies Corporate, or an event occurs which gives any person the right to seek an appointment referred to in this paragraph;</li> <li>(d) the party, or one of its Related Bodies Corporate, suspends payment of its debts or is unable to pay its debts as and when they fall due or is declared or taken under any applicable law to be insolvent;</li> <li>(e) the party, or one of its Related Bodies Corporate, makes or offers to make or implement a scheme of arrangement or other compromise or an arrangement with its creditors or a class of them; or</li> <li>(f) any analogous event occurs under the law of any country.</li> </ul>
<b>KTJ Project</b>	The development of the Kuda Tasi and Jahal oil fields, offshore Timor-Leste.
<b>Law</b>	Any applicable statute, law, code, ordinance, decision, ruling, rule, directive or regulation of any Government Agency.
<b>Longstop Date</b>	31 March 2026 or such other date as agreed by the parties.
<b>Loss</b>	All losses, costs, charges, damages, expenses and other liabilities arising out of or in connection with a fact, matter or circumstance, including all legal and other professional expenses incurred in connection with investigating, disputing, defending or settling any Claim, or proceeding relating to that fact, matter or circumstance.
<b>Placement Price</b>	A\$0.37 per Share.
<b>PPSA</b>	Means the <i>Personal Property Securities Act 2009</i> (Cth).

<b>Related Bodies Corporate</b>	Has the meaning given to it in the Corporations Act.
<b>Relevant Interest</b>	Has the meaning given in sections 608 and 609 of the Corporations Act.
<b>Shareholders</b>	The holders of Shares or any of them as the case requires.
<b>Shares</b>	Fully paid ordinary shares in the capital of Company.
<b>Subscriber Group</b>	The Subscriber and the Subscriber Affiliates, and Subscriber Group Company means any member of the Subscriber Group.
<b>Subscription Shares</b>	The number of Shares determined by dividing the Subscription Value by the Placement Price, being 37,233,008 Shares.
<b>Subscription Value</b>	US\$9,000,000.
<b>Tranche 1 Placement</b>	A placement of that number of Shares to institutional investors utilising the Company's placement capacity under ASX Listing Rule 7.1 and 7.1A at the Placement Price.
<b>Tranche 2 Placement</b>	A placement of Shares to institutional investors at the Placement Price and which, together with the Tranche 1 Placement, will raise a minimum of \$15 million.
<b>Transaction Agreement</b>	The Memorandum of Agreement among Jarl Marine Limited (a subsidiary of the Company), the Company and the Subscriber to be executed contemporaneously with this agreement, a copy of which is attached as set out in <b>Annexure A</b> .
<b>Vessel</b>	The floating production storage and offloading unit vessel known as 'Petrojarl I' with IMO Number 8410720.
<b>Warranties</b>	The warranties detailed in <b>clauses 6.1, 6.2 and 6.3</b> .

## 1.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) to a document (including this document) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
  - (v) to an agreement includes any agreement, agreement or legally enforceable arrangement or understanding whether written or not;
  - (vi) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; and
  - (vii) to A\$ is a reference to the lawful currency of Australia;
  - (viii) to US\$ is a reference to the lawful currency of the United States of America;
  - (ix) to a time is a reference to the time in Perth, Australia; and
- (g) if a payment or other act must (but for this clause) be made or done on a day which is not a Business Day, then it must be made or done on the next Business Day.

### **1.3 Headings**

Headings do not affect the interpretation of this document.

## **2 Subscription**

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### **2.1 Issue and subscription of Subscription Shares**

- (a) Subject to the terms and conditions of this document, the Company agrees to issue to the Subscriber, and the Subscriber agrees to subscribe for, the Subscription Shares on the terms of this document.
- (b) The issue of such Subscription Shares forms part of the consideration payable to the Subscriber pursuant to the terms of the Transaction Agreement. The consideration payable by the Subscriber for the Subscription Shares is the sale of the Vessel pursuant to the terms of the Transaction Agreement.

## **3 Conditions Precedent**

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### **3.1 Conditions Precedent**

Completion is conditional on:

- (a) the Shareholders in a general meeting approving the issue of new Shares pursuant to the Tranche 2 Placement and the issue of the Subscription Shares pursuant to this document for the purposes of ASX Listing Rule 7.1;
- (b) completion of the Tranche 2 Placement, which shall be satisfied following completion of the issuance of the new Shares applied for under the Tranche 2 Placement and the quotation of such Shares on the ASX; and
- (c) completion of the acquisition of the Vessel in accordance with the Transaction Agreement.

The Company must, subject to **clause 3.2(b)**, take all actions within its control to satisfy the Conditions Precedent as soon as possible and the Subscriber must use reasonable endeavours to satisfy, and procure any Subscriber Group Company to satisfy, the Condition Precedent in **clause 3.1(c)** as soon as possible.

### 3.2 Shareholder approval

- (a) The Company shall, for the purposes of satisfying the Condition Precedent in **clause 3.1(a)** among other things,:
- (i) in accordance with the requirements of ASX and the ASX Listing Rules, promptly prepare and issue to Shareholders a notice of meeting and an explanatory statement for a general meeting of the Company to be held no later than 31 January 2026, for the purposes of (among other things) proposing the resolutions contemplated in the Condition Precedent detailed in **clause 3.1(a)** at a duly convened general meeting of the Shareholders (**NOM**);
  - (ii) make available to the Subscriber an advanced draft of the NOM no later than 3 Business Days before the draft NOM is provided to ASX;
  - (iii) amend any factual inaccuracy and consider in good faith any other reasonable comments notified to it by the Subscriber in a timely manner and in accordance with **clause 3.2(c)**;
  - (iv) as soon as reasonably practicable, finalise and despatch the NOM to Shareholders; and
  - (v) ensure that the NOM, any announcement released by the Company to the ASX and each other announcement released by the Company to the ASX in respect of the transactions contemplated under the Transaction Documents states that:
    - (A) the directors of the Company unanimously recommend that Shareholders vote in favour of the resolutions contemplated in the Condition Precedent detailed in **clause 3.1(a)** (**Recommendation**);
    - (B) the directors of the Company intend to and will vote or procure the voting of any Shares held by or on their behalf in favour of the resolutions contemplated in the Condition Precedent detailed in **clause 3.1(a)**; and
    - (C) the Chairperson of the Company shall vote all undirected proxies in favour of the resolutions contemplated in the Condition Precedent detailed in **clause 3.1(a)**.
- (b) The Company shall take all action required to ensure that the Board collectively, and the members of the Board individually, do not change, withdraw or modify their Recommendation, except to the extent that a member of the Board, acting in good faith, determines, after receiving legal advice from its external advisors, that a failure to change, withdraw or modify their Recommendation would constitute a breach the fiduciary or statutory duties of the member of the Board.
- (c) The Subscriber shall review the draft NOM provided by the Company under **clause 3.2(a)(ii)** and provide comments on the draft NOM to the Company within 3 Business Days.
- (d) The Company must within 1 Business Day after becoming aware of the satisfaction of any Condition Precedent notify the Subscriber of the satisfaction of the Condition

Precedent and provide reasonable evidence that the Condition Precedent has been satisfied.

### **3.3 Waiver**

The Conditions Precedent contained in **clause 3.1** cannot be waived.

### **3.4 Termination**

The Company or the Subscriber may terminate this document prior to Completion by providing 5 Business Days' written notice if any of the Conditions Precedent contained in **clause 3.1** are not fulfilled, or are incapable of being fulfilled, on or before the Longstop Date. Each party acknowledges and agrees that it shall not be entitled to terminate this document pursuant to **clause 3.4** if the failure of satisfying the Conditions Precedent is due to an unremedied breach of any of that party's or its Related Bodies Corporates' obligations under this document or the Transaction Agreement.

## **4 Completion**

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### **4.1 Completion**

Subject to **clause 3**, Completion will take place electronically on the Completion Date or any other time or place agreed to by the Company and the Subscriber.

### **4.2 Company obligations at Completion**

At Completion, the Company must:

- (a) allot and issue the Subscription Shares to the Subscriber as fully paid and free from all Encumbrances;
- (b) register the Subscriber as the holder of the Subscription Shares; and
- (c) apply for and use its best endeavours to obtain official quotation of the Subscription Shares by lodging an Appendix 2A (*Application for Quotation of Securities*) with the ASX.

### **4.3 Simultaneous actions at Completion**

The obligations of the Company under **clause 4.2** are interdependent and all such actions will be taken to have been performed simultaneously.

### **4.4 Company obligations following Completion**

- (a) As soon as practical following Completion occurring and in any event within 2 Business Days of Completion occurring, the Company must:
  - (i) provide the Subscriber with a holding statement in respect of the Subscription Shares confirming that the Subscriber is the registered holder of the Subscription Shares;
  - (ii) provide ASX with a Cleansing Notice in relation to the Subscription Shares; and
  - (iii) promptly lodge all notifications required to be lodged with ASIC or ASX and take all other steps required to be taken by the Constitution, the Corporations Act and

the ASX Listing Rules in connection with the allotment and issue of the Subscription Shares.

- (b) If the Company is not able to give a Cleansing Notice in **clause 4.4(a)(ii)** within the prescribed timeframe, the Company must lodge with ASIC and ASX a prospectus for the purposes of section 708A(11) of the Corporations Act, and in any event no later than 15 Business Days after Completion.

#### **4.5 Bound by Constitution**

The Subscriber agrees to be bound by the Constitution immediately on issue of the Subscription Shares to it.

### **5 Board observer and representation**

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#### **5.1 Observer**

The Subscriber has the right but not the obligation to nominate a person to attend Board meetings as a non-voting observer from the date of this document until the Completion Date (**Observer**), provided that:

- (a) the Subscriber gives at least 2 Business Days' written notice to the Board identifying the Observer;
- (b) if requested by the Company, the Observer executes a confidentiality agreement in a form approved by the Board prior to attending any Board meeting; and
- (c) the Chairperson may exclude the Observer from all or part of a meeting where the matters to be discussed are subject to legal professional privilege, present a conflict of interest or relate to the Subscriber.

#### **5.2 Board representation**

- (a) On and from the Completion Date, and for so long as the Subscriber continues to hold any Shares, the Subscriber has the right but not the obligation to nominate a director of the Subscriber to join the Board as a non-executive director (**Nominee Director**).
- (b) The Subscriber may:
  - (i) seek to appoint a Nominee Director by written notice to the Company specifying the identity of the person to be appointed; or
  - (ii) seek to replace any Nominee Director by written notice to the Company specifying the identity of the person to be replaced as a Nominee Director and their replacement.
- (c) If the Subscriber exercises its right under **clause 5.2(a)**, the Company must promptly appoint the Nominee Director, subject to:
  - (i) receipt of a consent to act from that Nominee Director;
  - (ii) confirmation that the Nominee Director holds (or has applied for) a director identification number;
  - (iii) the Company receiving all information reasonably requested in good faith (including information of the type contemplated in the ASX Policy) by the

- Company to conduct bankruptcy and criminal history checks regarding the proposed Nominee Director to complete a statutory declaration from the Nominee Director; and
- (iv) the proposed Nominee Director being proficient in the English language and being of good character (as contemplated in the ASX Policy).
- (d) The Company must reimburse the full cost, plus an additional amount equal to 10% of the full cost, of all travel and accommodation costs incurred by the Nominated Director in attending Board meetings.
- (e) Where a Nominee Director has been appointed under this **clause 5.2** and that Nominee Director is required to stand for re-election at the annual general meeting of the Company in accordance with the Constitution and the ASX Listing Rules, the Company must procure that:
- (i) the Board unanimously recommends that Shareholders vote in favour of the resolution concerning the re-election of that Nominee Director; and
  - (ii) the Chairperson of the Company votes all undirected proxies in favour of the resolution concerning the re-election of that Nominee Director.
- (f) If the Subscriber is no longer entitled to appoint a Nominee Director under **clause 5.2(a)**, then, if requested by the Company, it must procure that any Nominee Director it has appointed resigns.

## 6 Warranties

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### 6.1 Mutual warranties

Each party warrants to the other party that each of the following statements is true and correct, and not misleading, on the date of this document and immediately before Completion:

- (a) it has full and lawful authority to execute and deliver this document and to perform or cause to be performed its obligations under this document;
- (b) this document constitutes a full and binding legal obligation upon it;
- (c) this document does not conflict with or result in the breach of or default under any provision of its constituent documents or any material term or provision of any agreement, deed, writ, order, injunction, rule, judgment, law or regulation to which it is a party or is subject or by which it is bound;
- (d) it has obtained all authorisations and approvals necessary for it lawfully to enter into and perform its obligations under this document;
- (e) it is not Insolvent; and
- (f) the execution, delivery and performance of this document:
  - (i) complies with its constitution or other constituent documents (as applicable); and
  - (ii) does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or encumbrance, by which it is bound that would prevent it from entering into and performing its obligations under this document.

## 6.2 Additional Company warranties

The Company warrants to the Subscriber that each of the following statements is true and correct, and not misleading, on the date of this document and immediately before Completion, unless the relevant warranty is expressed to be given only at a particular time in which case it is given as at that time only:

- (a) it is listed on the official list of ASX and its Shares are quoted on ASX;
- (b) at Completion, the issue of Subscription Shares under this document will comply with the Corporations Act, the Constitution and ASX Listing Rules;
- (c) at Completion, the Subscriber will acquire:
  - (i) the full legal and beneficial ownership of the Subscription Shares free and clear of all Encumbrances;
  - (ii) the Subscription Shares free of competing rights, including pre-emptive rights or rights of first refusal;
  - (iii) the Subscription Shares that are fully paid and have no money owing in respect of them; and
  - (iv) the Subscription Shares that rank equally in all respects with existing issued Shares as at the date of issue of such Subscription Shares;
- (d) the Company is, and to the extent applicable, each of its Related Bodies Corporate are, in full compliance with the ASX Listing Rules and the Corporations Act (including but not limited to continuous disclosure obligations) and it is not withholding (i) any excluded information for the purposes of sub-section 708A(6)(e) of the Corporations Act or (ii) any information from public disclosure in reliance on ASX Listing Rule 3.1A that has not been disclosed in writing to the Subscriber prior to the date of this document or prior to Completion; and
- (e) ASIC has not in the previous 12 months prior to the date of this document made a determination under section 708A(2) of the Corporations Act in respect of the Shares.

## 6.3 Additional Subscriber warranties

- (a) The Subscriber warrants to the Company that immediately prior to Completion, neither it nor any of its Associates:
  - (i) has a Relevant Interest in any Shares;
  - (ii) has any other direct or indirect interest in any Shares or other Equity Securities of the Company; or
  - (iii) is a party to any agreement or arrangement which confers on it rights the economic effect of which is equivalent or substantially equivalent to the acquisition or holding of Shares or other Equity Securities of the Company or any of its Related Bodies Corporate including any swap or other derivative.

## 6.4 Acknowledgements

- (a) Each party agrees and acknowledges to the other that:
  - (i) in entering into this document the other party has relied upon the Warranties given by the relevant party in this **clause 6**;

- (ii) the Warranties given by it were given as an inducement to the other to enter into this document; and
  - (iii) each Warranty is to be treated as a separate Warranty and is not limited by reference to any other warranty or any other provision of this agreement.
- (b) The Subscriber acknowledges and agrees that it has made and relied entirely on its own assessment of the Company and the Subscription Shares.

## 6.5 Limitation of liability

- (a) Subject to **clauses 6.5(b) and 6.5(c)** below and except in the case of fraud or wilful misconduct or reckless conduct, the maximum aggregate amount which a party may be required to pay in respect of all Claims under this document whenever made is limited to an amount equal to the Subscription Value.
- (b) No party will be liable for a Claim unless the party making the Claim notifies the party of the Claim (in writing and in reasonable detail) within 12 months after Completion.
- (c) The Subscriber acknowledges and agrees that it shall not be entitled to recover or receive compensation more than once in respect of the same Loss arising under or in connection with this document and the Transaction Agreement. For the avoidance of doubt:
- (i) if any amount is recovered by the Subscriber Group under any provision of this document or under clause 14 of the Transaction Agreement, the Subscriber shall not be entitled to recover damages or obtain reimbursement more than once in respect of the same Loss, liability, or breach, regardless of the basis of the Claim; and
  - (ii) the Subscriber shall not make any Claim that would result in the Group being liable for duplicate recovery of the same Loss, whether under this document or under the Transaction Agreement.

## 6.6 No other warranties or representations

To the maximum extent permitted by law, except for the Warranties given by a party, all warranties on the part of a party, its directors, officers, employees, agents, representatives or advisers, whether express or implied, whether statutory or otherwise, are expressly excluded.

## 7 Termination

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### 7.1 Termination

- (a) At any time before Completion:
- (i) either party may terminate this document by notice in writing if the other party becomes Insolvent; and
  - (ii) this document will automatically terminate upon termination of the Transaction Agreement.

### 7.2 Effect of Termination

If this document is terminated under **clause 3.4** or this **clause 7**:

- (a) each party retains the rights it has against the other in respect of any breach of this document occurring before termination;
- (b) the Subscriber must return to the Company or destroy all documents and other materials obtained from or on behalf of the Company which contain confidential information and which are in the possession, power or control of the Subscriber unless such documents or materials:
  - (i) comprise of legal advice, internal working papers, legal opinions or legal due diligence reports;
  - (ii) retention is required by law;
  - (iii) or information forms part of the minutes of the board of directors, a committee of the board of directors or an investment committee; or
  - (iv) are contained on or recorded in any back up servers; and
- (c) the rights and obligations of each party under each of the following clauses and schedules will continue independently from the other obligations of the parties and survive termination of this agreement:
  - (i) **clause 1** (Interpretation);
  - (ii) **clause 7** (Termination);
  - (iii) **clause 8** (Confidentiality and announcements);
  - (iv) **clause 9** (Notices); and
  - (v) **clause 10** (General).

### **7.3 No other right to terminate or rescind**

No party may terminate or rescind this document except as permitted under **clause 3.4** or this **clause 7**.

## **8 Confidentiality and Announcements**

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### **8.1 Public announcements**

Subject to **clause 8.2**, any announcement or disclosure of information relating to the subject matter of this document requires the prior written consent of both parties (not to be unreasonably withheld or delayed).

### **8.2 Public announcements required by law**

A party may disclose information relating to this document if required to do so by law or a regulation of a stock exchange or any Government Agency. In such circumstances, the party required to make disclosure must (to the extent reasonably practicable):

- (a) provide the other party with as much notice as reasonably possible (having regard to that party's disclosure obligation) of the proposed disclosure (including reasons for disclosure and the intended content of such disclosure);
- (b) provide all assistance and cooperation that the other party considers necessary to minimise that disclosure;

- (c) consult with the other party and its legal advisers as to the extent of disclosure required provided always that the level and timing of such consultation is subject to the party making the disclosure discharging its disclosure obligations in accordance with the law and related regulatory guidance; and
- (d) only disclose the minimum amount of information required by the disclosure obligation.

## 9 Notices

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### 9.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.

### 9.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by email to the party's current email address for notices.

### 9.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially:

**Company**

Delivery address:

Postal address:

Email:

Attention:

**Subscriber**

Delivery address:

Postal address:

Email:

Attention:

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

#### **9.4 Communications by post**

Subject to **clause 9.5**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

#### **9.5 Communications by email**

A communication is given if sent by email, 4 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 4 hour period, an automated message that the email has not been delivered.

#### **9.6 After hours communications**

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt, it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

#### **9.7 Process service**

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 9** or in accordance with any applicable law.

## **10 General**

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### **10.1 Governing law and arbitration**

This document is governed by and construed in accordance with English law and any dispute arising out of or in connection with this document shall be referred to arbitration in Singapore administered by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the SIAC (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this clause, save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be Singapore. The Tribunal shall consist of three arbitrators and the language of arbitration shall be English.

### **10.2 Further assistance**

Each party must, at its own expense, whenever reasonably requested by the other party, promptly do or arrange for others to do, everything reasonably necessary to give full effect to this document and the transactions contemplated by this document.

### **10.3 No merger**

The warranties, other representations and covenants by each party in this document are continuing and will not merge or be extinguished on either Completion.

#### **10.4 Costs**

Each party must pay its own costs in relation to the preparation, negotiation and execution of this document and the documents and transactions contemplated by this document.

#### **10.5 Assignment**

A party must not assign, create an interest in, specify any other restrictions or deal in any other way with any of its rights under this document without the prior written consent of the other party.

#### **10.6 Invalid or unenforceable provisions**

If a provision of this document is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of:
  - (i) that provision in another jurisdiction; or
  - (ii) the remaining provisions.

#### **10.7 Waiver and exercise of rights**

- (a) A waiver of a provision of or of a right under this document is binding on the party granting the waiver only if it is given in writing and is signed by the party or an authorised officer of the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another exercise or attempted exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

#### **10.8 Amendment**

This document may be amended only by a document signed by all parties.

#### **10.9 Counterparts**

This document may be signed in counterparts, one or more of which may be delivered electronically, and all counterparts taken together constitute one document.

#### **10.10 Relationship of parties**

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

#### **10.11 Entire agreement**

- (a) This document, together with the Transaction Agreement and FEA, constitutes the entire agreement of the parties about the subject matter of this agreement and

supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications.

- (b) No party has entered into this document relying on any representations made by or on behalf of the other, other than those expressly made in this document, the FEA or the Transaction Agreement.

# Execution

## Executed as an agreement.

**Executed by Finder Energy Holdings Limited** in accordance with section 127 of the Corporations Act 2001 (Cth)

.....  
Company Secretary/Director

.....  
Director

.....  
Name of Company Secretary/Director (print)

.....  
Name of Director (print)

**Executed for and on behalf of Amplus Energy (Holdings) Limited** by its duly appointed officer in the presence of:





Witness

Officer

Robert John Arthur Ruddiman  
.....

Ian Riddoch Williamson Herd  
.....

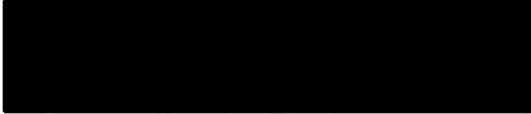
Name of Witness (print)

Name of Officer (print)

# Execution

## Executed as an agreement.

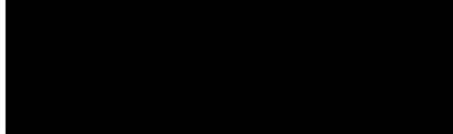
**Executed by Finder Energy Holdings Limited** in accordance with section 127 of the Corporations Act 2001 (Cth)



Company Secretary/Director

Damon Neaves

.....  
Name of Company Secretary/Director (print)



Director

Shane Westlake

.....  
Name of Director (print)

**Executed for and on behalf of Amplus Energy (Holdings) Limited** by its duly appointed officer in the presence of:

.....  
Witness

.....  
Name of Witness (print)

.....  
Officer

.....  
Name of Officer (print)

Annexures have not been included