



8 May 2014

BY FACSIMILE: (07) 3020 0999

Damian Galvin
WestSide Corporation Limited
Level 8, 300 Queen Street
Brisbane QLD 4000

Dear Damian

Notice of ceasing to a substantial holder - WestSide Corporation Limited (ASX Code: WCL)

In accordance with section 671B(1)(b) of the *Corporations Act 2001* (Cth) (**Act**), we attach a copy of a Form 605 setting out the information required under section 671B(3) of the Act.

A copy of the attached Form 605 has been provided to ASX.

Yours faithfully

A handwritten signature in black ink, appearing to read 'David Cantrick-Brooks', written over a circular stamp or seal.

David Cantrick-Brooks
Company Secretary
ANZ Specialist Asset Management Limited

ANZ Specialist Asset Management Limited A.C.N. 098 827 671

ANZ Centre, Level 9A, 833 Collins Street
Docklands Victoria 3008
Australia

Form 605Corporations Act 2001
Section 671B**Notice of ceasing to be a substantial holder**To Company Name/Scheme WESTSIDE CORPORATION LIMITED (WCL)

ACN/ARSN 117 145 516

1. Details of substantial holder (1)

Name AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522 (ANZ)
 ANZ SECURITIES (HOLDINGS) LIMITED ACN 004 822 404
 ANZ SPECIALIST ASSET MANAGEMENT LIMITED ACN 098 827 671 IN ITS CAPACITY AS TRUSTEE FOR THE
 ENERGY INFRASTRUCTURE TRUST (ANZ SAM)

ACN/ARSN (if applicable) SEE ABOVE

The holder ceased to be a
 substantial holder on 8/5/2014
 The previous notice was given to the company on 12/11/2013
 The previous notice was dated 12/11/2013

This notice is given by ANZ on behalf of itself and each of the related bodies corporate of ANZ (ANZ Subsidiaries) specified in the list of 7 pages annexed to this notice and marked Annexure "A".

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
8/5/2014	ANZ and each of the ANZ Subsidiaries	DISPOSAL OF 50,467,138 ORDINARY SHARES BY ANZ SAM TO LANDBRIDGE ENERGY AUSTRALIA PTY LTD UNDER A SHARE PURCHASE AGREEMENT DATED 24 APRIL 2014 – SEE ANNEXURE "B"	\$20,186,855.20	50,467,138 FULLY PAID ORDINARY SHARES	50,467,138
28/4/2014	ANZ and each of the ANZ Subsidiaries	On-market Purchase	\$3,131.90	10,000 FULLY PAID ORDINARY SHARES	10,000
28/3/2014	ANZ and each of the ANZ Subsidiaries	On-market Purchase	\$11,613.53	30,000 FULLY PAID ORDINARY SHARES	30,000

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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
Not applicable	Not applicable

4. Addresses

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

Name	Address
ANZ	ANZ CENTRE MELBOURNE, LEVEL 9, 833 COLLINS STREET, DOCKLANDS, VIC 3008, AUSTRALIA
ANZ SUBSIDIARIES	AS SET OUT IN THE LIST OF 7 PAGES ANNEXED TO THIS NOTICE AND MARKED ANNEXURE "A"

Signature

print name	John Priestley	capacity	Company Secretary
sign here		date	8/5/2014

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) Details of the consideration must include any and all benefits, moneys and other, 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is the Annexure of 7 pages marked Annexure "A" referred to in the form 605 Notice of ceasing to be a substantial holder

Signed by me and dated 8 May 2014

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John Priestley – Company Secretary
Australia and New Zealand Banking Group Limited

Australia and New Zealand Banking Group Limited ("ANZBGL") Related Bodies Corporate List

NOTES: All companies are 100% owned within the Group unless otherwise indicated. Dates are in Australian format.

Name	Full Address	Jurisdiction Of Incorporation	Registration Date	Group % Owned
8 & 9 Chester Limited	Level 1, ANZ Haus, Harbour City, Poreporena Freeway, Konedobu, National Capital District, Papua New Guinea	Papua New Guinea	05/04/1988	
A N Z Adelaide Group Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	21/12/1928	
ACN 008 647 185 Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	10/01/1989	
Advice for Life Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	04/07/1995	
AIR5428 Asset Holdings Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	26/03/2014	
Analed Pty Ltd (in liquidation)	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	26/06/1973	
ANZ Asia Limited	22nd Floor, 3 Exchange Square, 8 Connaught Place, Central, Hong Kong	Hong Kong	16/12/1980	
ANZ Bank (Europe) Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	22/04/1987	
ANZ Bank (Kiribati) Limited	Po Box 66, Bairiki, Tarawa, Kiribati	Kiribati	13/08/1984	75
ANZ Bank (Lao) Limited	33 Lane Xang Avenue, P O Box 5001, Vientiane, Lao People's Democratic Repub	Lao People's Democratic Repub	10/07/2007	
ANZ Bank (Samoa) Limited	Beach Road, Apia, Samoa	Samoa	21/09/1990	
ANZ Bank (Taiwan) Limited	18F, 7, Songren Road, Taipei, 11073, Taiwan Province of China	Taiwan Province of China	08/04/2013	
ANZ Bank (Vanuatu) Limited	C/- Hawkes Law, KPMG House, Rue Pasteur, Port Vila, Vanuatu	Vanuatu	03/09/1985	
ANZ Bank (Vietnam) Limited	Sun City Tower, 13, Hai Ba Trung Street, Trang Tien Ward, Hoan Kiem District, Hanoi, Viet Nam	Viet Nam	09/01/2009	
ANZ Bank New Zealand Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	23/10/1979	
ANZ Capel Court Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	22/04/1969	
ANZ Capital Hedging Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	27/09/1985	
ANZ Capital LLC III	Corporation Service Company, 2711 Centerville Rd Suite 400, Wilmington, Delaware, 19808, United States	United States	19/11/2004	
ANZ Capital No. 1 Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	11/04/2012	
ANZ Capital NZ Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	08/12/2000	
ANZ Capital Private Limited	c/o Phoenix Legal, Office Nos. 17 & 18, 3rd Floor, Vaswani Mansion, 120 Dinshaw Vachha Road, Churgate, Mumbai - 400020, India	India	07/11/2001	
ANZ Centre Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	28/05/2012	
ANZ Clowder Leasing Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	26/03/2012	

Name	Full Address	Jurisdiction Of Incorporation	Registration Date	Group % Owned
ANZ Commodity Trading Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	03/05/2001	
ANZ Equities Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	17/12/2002	
ANZ Fiduciary Services Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	28/05/2002	
ANZ Finance American Samoa, Inc	Amerika Samoa Bank Bldg, Fagatogo, Maoputasi County, American Samoa	American Samoa	01/07/2004	
ANZ Finance Guam, Inc	Suite 114, Julale Center, 424 West O'Brien Drive, Hagatna, 96910, Guam	Guam	07/08/2007	
ANZ Funds Pty. Ltd.	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	13/03/1964	
ANZ Global Services And Operations (Chengdu) Company Limited	5th Floor, Building E2, TianFu Software Park, Tianfu Avenue Mid-Section#1268, Chengdu, 610041, China	China	17/11/2010	
ANZ Global Services And Operations (Manila) Inc	Level 12, Solaris One, Dela Rosa Street, Makati City, Philippines	Philippines	17/03/2010	
ANZ Global Services and Operations Pty Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	04/03/2010	
ANZ GPSC No.2 Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	14/11/2007	
ANZ Guam Inc.	Suite 114 Julale Center, 424 West O'Brien Drive, Hagatna, 96910, Guam	Guam	14/09/1990	99.95
ANZ Holdings (New Zealand) Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	30/03/1988	
ANZ Holdings Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	14/07/1977	
ANZ ILP Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	19/05/1960	
ANZ International (Hong Kong) Limited	22nd Floor, 3 Exchange Square, 8 Connaught Place, Central, Hong Kong	Hong Kong	10/10/1972	
ANZ International Private Limited	10 Collyer Quay #10-01, Ocean Financial Centre, 049315, Singapore	Singapore	10/02/1987	
ANZ Investment Holdings Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	20/06/1985	
ANZ Investment Services (New Zealand) Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	17/02/1988	
ANZ Investments (PNG) Limited	Level 1, ANZ Haus, Harbour City, Poreporena Freeway, Konedobu, National Capital District, Papua New Guinea	Papua New Guinea	27/12/2001	
ANZ IPB Nominees (Hong Kong) Limited	22nd Floor, 3 Exchange Square, 8 Connaught Place, Central, Hong Kong	Hong Kong	04/12/2009	
ANZ IPB Nominees Pte Ltd	10 Collyer Quay #10-01, Ocean Financial Centre, 049315, Singapore	Singapore	27/07/2000	
ANZ Jackson Funding 2 Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	11/05/2007	
ANZ Jackson Funding 3 Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	14/05/2007	
ANZ Jackson Funding 4 Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	17/09/2008	
ANZ Jackson Funding PLC	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	15/11/2004	
ANZ Jersey Limited	28-30 The Parade, St Helier, Jersey, JE4 8XY, Jersey	Jersey	04/03/1998	
ANZ Leasing (ACT) Pty. Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	28/01/1966	
ANZ Leasing (BWC Financing) Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	20/12/2006	
ANZ Leasing (NSW) Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	27/11/1981	
ANZ Leasing (Vic) Pty. Ltd.	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	17/12/1984	
ANZ Leasing Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	29/10/1971	
ANZ Lenders Mortgage Insurance Pty. Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	03/02/1959	
ANZ Life Assurance Company Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	25/07/1961	

Name	Full Address	Jurisdiction Of Incorporation	Registration Date	Group % Owned
ANZ Margin Services Pty. Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	17/12/1981	
ANZ National Staff Superannuation Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	10/05/2006	
ANZ New Zealand (Int'l) Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	08/12/1986	
ANZ New Zealand Investments Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	01/03/1989	
ANZ New Zealand Investments Nominees Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	01/06/1994	
ANZ New Zealand Securities Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	03/07/1998	
ANZ New Zealand Securities Nominees Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	05/10/1992	
ANZ Nominees Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	14/07/1977	
ANZ Operations And Technology Private Limited	Cherry Hills, Embassy Golf Links Business Park, Off Intermediate Ring Road, Bangalore, 560071, India	India	07/06/1988	
ANZ Orchard Investments Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	27/09/2001	
ANZ Pacific Operations Ltd	C/- Pricewaterhousecoopers, Level 8, Civic Tower, Victoria Parade, Suva, Fiji	Fiji	09/01/2001	
ANZ Participacoes E Servicos LTDA	AV RIO BRANCO 103 20 AND PARTE, CENTRO, RIO DE JANEIRO, Brazil	Brazil	04/09/1984	
ANZ Pensions (UK) Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	20/09/1951	
ANZ Private Equity Management Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	15/06/2006	
ANZ Properties (Australia) Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	14/03/1968	
ANZ Rental Solutions Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	29/06/1959	
ANZ Rewards No. 2 Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	21/05/1998	
ANZ Royal Bank (Cambodia) Limited	20 Kramuon Sar & Corner 67 Street, Phnom Penh, Cambodia	Cambodia	07/12/2004	55
ANZ Securities (HK) Limited	22nd Floor, 3 Exchange Square, 8 Connaught Place, Central, Hong Kong	Hong Kong	27/10/2011	
ANZ Securities (Holdings) Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	06/05/1970	
ANZ Securities (Nominee) Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	09/01/1980	
ANZ Securities (NZ) Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	19/03/1987	
ANZ Securities (USA) Inc	31st Floor, 277 Park Avenue, New York, NY, USA, 10172	United States	16/09/1987	
ANZ Securities Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	20/06/1973	
ANZ Securities Nominee (Entrepot) Pty Ltd (in liquidation)	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	08/01/1987	
ANZ Securities, Inc.	31st Floor, 277 Park Avenue, New York, NY, USA, 10172	United States	07/04/1994	
ANZ Self Managed Super Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	16/03/2000	
ANZ Singapore Limited	10 Collyer Quay #10-01, Ocean Financial Centre, 049315, Singapore	Singapore	26/12/1986	
ANZ Specialised Asset Finance Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	15/09/1983	
ANZ Specialist Asset Management Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	21/11/2001	
ANZ Staff Superannuation (Australia) Pty. Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	18/12/1986	
ANZ Support Services India Private Limited	'Eucalyptus' Manyata Embassy Bus Pk - SEZ, Outer Ring Rd, Nagavara & Rachenahalli Village, K R Puram Hobli, Bangalore, 560045, India	India	27/09/2007	
ANZ Trustees Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	17/03/1983	

Name	Full Address	Jurisdiction Of Incorporation	Registration Date	Group % Owned
ANZ Underwriting Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	28/06/1971	
ANZ Wealth Alternative Investments Management Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	01/05/1984	
ANZ Wealth Australia Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	10/01/1878	
ANZ Wealth New Zealand Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	21/09/2005	
ANZ/V-Trac International Leasing Company	3/F BCI House (PO Box 208), Avarua, Rarotonga, Cook Islands	Cook Islands	16/09/1998	
ANZ/V-Trac Leasing Company	14 Le Thai To Street, Hoan Kiem District, Hanoi, Viet Nam	Viet Nam	20/01/2000	
ANZcover Insurance Private Ltd	8 Marina View, #09-05, Asia Square Tower 1, Singapore 018960, Singapore	Singapore	01/10/2012	
ANZcover Insurance Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	24/04/1998	
ANZEF Leasing No. 1 Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	17/08/1989	
ANZEF Leasing No. 2 Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	18/01/1990	99.39
ANZEF Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	01/01/1934	
ANZEST Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	17/10/1997	
ANZMAC Securities (NZ) Nominees Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	19/09/1990	
Arawata Assets Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	04/05/1990	
Arawata Finance Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	10/06/1981	
Arawata Holdings Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	14/06/1985	
Asset Rentals Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	29/04/2003	
Australia and New Zealand Bank (China) Company Limited	Unit 12B And 15th Floor, Mirae Asset Tower, 166 Lujiazui Ring Road, Pudong, Shanghai, China	China	16/09/2010	
Australia and New Zealand Banking Group (PNG) Limited	Level 1, ANZ Haus, Habour City, Poreporena Freeway, Konedobu, National Capital District, Papua New Guinea	Papua New Guinea	28/05/1976	
Australia and New Zealand Insurance Broker Co., Ltd	16F, 2, Tun Hwa South Road, Section 1, Song Shan District, Taipei City 105, Taiwan Province of China	Taiwan Province of China	17/09/1997	
AUT Administration Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	12/06/2003	
AUT Investments Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	28/05/2009	
Brandts Nominees Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	22/02/1934	
Capricorn Financial Advisers Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	20/12/2006	
Chongqing Liangping ANZ Rural Bank Company Limited	83 Ren Min South Rd,Liang Ping County, Chongqing, China	China	25/08/2009	
Citizens Bancorp	Suite 114, Julale Center, 424 West O'Brien Drive, Hagatna, 96910, Guam	Guam	05/08/1997	
Control Nominees Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	30/07/1983	
Custody Execution & Clearing Services (Australia) Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	25/11/1988	
E S & A Holdings Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	14/07/1977	
Elders Financial Planning Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	28/07/1982	51
Endeavour Finance Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	24/09/1999	
Esanda Finance Corporation Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	21/10/1955	
ETR Nominees Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	23/07/2002	

Name	Full Address	Jurisdiction Of Incorporation	Registration Date	Group % Owned
Etrade Australia Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	02/01/1986	
Etrade Australia Nominees Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	13/11/1997	
Etrade Australia Securities Limited	Level 13, 347 Kent Street, Sydney, NSW, 2000, Australia	Australia	14/04/1997	
FCA Finance Pty Limited (in liquidation)	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	29/04/1958	
Financial Investment Network Group Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	24/05/1989	
Financial Lifestyle Solutions Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	25/02/1997	
Financial Planning Hotline Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	27/05/1971	
Financial Services Partners Holdings Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	04/06/1999	
Financial Services Partners Incentive Co Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	03/06/1999	
Financial Services Partners Management Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	22/05/1997	
Financial Services Partners Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	13/09/1999	
Franchise Asset Holdings Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	15/07/2013	
FSP Funds Management Limited	Level 14, 347 Kent Street, Sydney, NSW, 2000	Australia	26/11/2002	
FSP Group Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	01/06/1999	
FSP Portfolio Administration Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	21/06/2000	
FSP Super Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	28/02/2000	
G-BNWF Aircraft Pty Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	18/05/2000	
G-BNWG Aircraft Pty Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	18/05/2000	
G-BNWK Aircraft Pty Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	18/05/2000	
G-BNWP Aircraft Pty Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	18/05/2000	
Harcourt Corporation Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	27/06/1985	
Integrated Networks Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	17/06/1987	
Jikk Pty Ltd	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	08/05/1998	
Karapiro Investments Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	13/10/1997	
La Serigne Limited	C/- Hawkes Law, KPMG House, Rue Pasteur, Port Vila, Vanuatu	Vanuatu	13/12/1991	
LFD Pty Ltd (in liquidation)	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	29/10/1952	
Linwar Funds Management Pty Ltd (in liquidation)	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	20/03/2006	
Medical Properties Holding Company No.1 Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	18/06/2002	
Mercantile Mutual Financial Services Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	07/11/1913	
Millennium 3 Financial Services Group Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	14/09/1999	
Millennium 3 Financial Services Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	20/09/2000	
Millennium3 Mortgage Platform Services Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	30/08/2008	
Millennium3 Professional Services Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	16/09/1999	
Minerva Holdings Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	05/04/1983	

Name	Full Address	Jurisdiction Of Incorporation	Registration Date	Group % Owned
Minerva Nominees Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	20/05/1938	
Nova Pacific Holdings Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	14/11/1996	
Oasis Asset Management Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	14/12/1999	
Oasis Fund Management Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	25/08/2003	
OneAnswer Nominees Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	11/07/2005	
OnePath Administration Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	17/12/1980	
OnePath Custodians Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	05/11/1973	
OnePath Financial Planning Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	15/06/1987	
OnePath Funds Management Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	11/10/1985	
OnePath General Insurance Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	20/05/1996	
OnePath Insurance Holdings (NZ) Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	08/12/2003	
OnePath Insurance Services (NZ) Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	26/05/1989	
OnePath Investment Holdings Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	17/03/2006	
OnePath Life (NZ) Limited	Level 3, 205 Wairau Road, Glenfield, North Shore, Auckland, New Zealand	New Zealand	02/11/2000	
OnePath Life Australia Holdings Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	28/12/2001	
OnePath Life Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	17/07/1895	
Polaris Financial Solutions Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	18/10/2005	61.3
Private Nominees Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	09/11/2004	
PT ANZ Securities Indonesia	Anz Tower Building, 2nd Floor, Jalan Jenderal Sudirman, Kav 33A, Jakarta Pusat, 10220, Indonesia	Indonesia	14/12/2010	99
PT Bank ANZ Indonesia	ANZ Tower, 8th Floor, Jalan Jenderal Sudirman Kav, 33A, Jakarta, 10220, Indonesia	Indonesia	05/09/1990	99.38
RI Advice Group Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	17/08/1979	
RI Central Coast Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	10/06/2003	
RI Gold Coast Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	10/06/2003	
RI Maroochydore Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	06/05/2005	
RI Newcastle Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	09/05/2005	
RI Parramatta Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	17/04/2008	
RI Rockhampton & Gladstone Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	19/03/2003	
RI Townsville Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	21/12/2001	
RIEAS Pty Ltd	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	22/12/2009	
Rural Growth Fund Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	30/04/2007	
Samson Funding Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	04/11/2003	
South Pacific Merchant Finance Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	14/07/1972	
Tandem Financial Advice Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	20/12/1983	

Name	Full Address	Jurisdiction Of Incorporation	Registration Date	Group % Owned
UDC Finance Limited	Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010, New Zealand	New Zealand	01/04/1938	
Union Investment Company Pty Limited	Level 23, 242 Pitt Street, Sydney, NSW, 2000, Australia	Australia	23/07/1920	
Upspring Limited	40 Bank Street, Canary Wharf, London, E14 5EJ, England	United Kingdom	29/10/2003	
Votrant No. 1103 Pty Limited	ANZ Centre Melbourne, Level 9, 833 Collins Street, Docklands, VIC, 3008, Australia	Australia	08/05/1998	
Whitehall Investments Ltd	C/- Hawkes Law, KPMG House, Rue Pasteur, Port Vila, Vanuatu	Vanuatu	30/10/2001	

Annexure B

This is the Annexure of 17 pages marked Annexure "B" referred to in the form 605 Notice of ceasing to be a substantial holder

Signed by me and dated 8 May 2014

.....

**John Priestley – Company Secretary
Australia and New Zealand Banking Group Limited**

Share Purchase Agreement

**ANZ Specialist Asset Management Limited, as trustee for the Energy
Infrastructure Trust (ABN 30 098 827 671)**
(Seller)

Landbridge Energy Australia Pty Ltd (ACN 168 060 366)
(Buyer)

PricewaterhouseCoopers, ABN 52 780 433 757
Riverside Centre, 123 Eagle Street, GPO BOX 150, BRISBANE QLD 4001
T: +61 7 3257 5000, F: +61 7 3257 5999, www.pwc.com.au/legal

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Details

Date

Parties

Name	ANZ Specialist Asset Management Limited , as trustee for the Energy Infrastructure Trust
ABN	30 098 827 671
Description	Seller
Notice details	ANZ Centre Melbourne Level 9 833 Collins Street Docklands, VIC 3008 Email: andrew.pickering@infrastructurecapital.com.au Attention: Andrew Pickering

Name	Landbridge Energy Australia Pty Ltd
ACN	168 060 366
Description	Buyer
Notice details	Suite 5006, Level 50 120 Collins Street Melbourne, VIC 3000 Email: mzhu@landbridgeau.com
Copy to	Name: Michael Hansel Email: m.hansel@hopgoodganim.com.au
Copy to	Name: Chris Williams Email: christopher.williams@au.pwc.com

Background

- A. The Seller is the legal owner of the Shares and the Custodian is the registered owner of the Shares. The Shares are held by the Custodian as bare trustee for the Seller.
- B. The Seller agrees to sell, and will procure that the Custodian transfers, the Shares to the Buyer and the Buyer agrees to buy the Shares on the terms and conditions set out in this Agreement.
- C. This Agreement is intended to be legally binding and the parties agree to give effect to the transactions contemplated by it.

The parties agree

1. Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

Agreement means this share purchase agreement and all schedules, annexures and attachments to this agreement.

ASIC means the Australian Securities and Investments Commission.

ASX means the Australian Stock Exchange.

Business Day means a day on which banks are open for general banking business in Melbourne, excluding Saturdays, Sundays or public holidays in Melbourne.

Buyer's Solicitor means HopgoodGanim of Level 8, 1Eagle Street, Brisbane, Queensland 4000.

Buyer's Warranties means each of the warranties and representations referred to in clause 6.2.

Company means Westside Corporation Limited (ABN 74 117 145 516), of Level 8, 300 Queen Street, Brisbane in the State of Queensland, Australia.

Completion means completion of the sale and purchase of the Shares under clause 3.

Completion Date means the date of this agreement.

Corporations Act means the *Corporations Act 2001* (Cth), as in force from time to time.

Custodian means JP Morgan Nominees Australia Limited of Level 18 83-85 Castlereagh Street Sydney, NSW 2000, being the custodian for the Seller.

Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any Tax.

Encumbrance means:

- (a) a mortgage, charge, pledge, lien, hypothecation, title retention arrangement or other security interest;
- (b) any third party interest or right (for example, a trust or an equity);
- (c) a right of any person to purchase (including under an option, agreement to purchase or lending or hiring arrangement);
- (d) an agreement to create any of the above or to allow any of them to exist.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST means goods and services under the GST Law.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

GST Law has the same meaning as in the GST Act.

Immediately Available Funds means cash, bank cheque or electronic funds transfer.

Purchase Price means \$0.40 per Share being a total purchase price of \$ 20,186,855.20.

Related Corporation means a **related body corporate** as that expression is defined in the Corporations Act (on the basis that the term “subsidiary” in that definition has the same meaning as in this Agreement) and includes a body corporate which is at any time after the date of this Agreement a “related body corporate” but ceases to be a “related body corporate” because of an amendment, consolidation or replacement of the Corporations Act.

Seller's Warranties means each of the warranties and representations in Schedule 2.

Share Registry means the share registry of the Company, being Boardroom Pty Ltd located at Level 7, 207 Kent Street, Sydney, NSW 2000.

Shares means the number and class of shares in the issued capital of the Company owned legally by the Seller and held as bare trustee by the Custodian, as set out in Schedule 1.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency and includes any tax payable under the GST Act or any interest, fine, penalty, charge, fee or any other amount imposed in addition to, or in respect of any of the above but excludes Duty.

1.2 Interpretation

In this Agreement, headings and boldings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(e) implies that performance of part of an obligation constitutes performance of the obligation;

- (f) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
- (g) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (k) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to an asset includes all property of any nature, including a business, and all rights, revenues and benefits;
- (m) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and
- (n) a reference to liquidation includes, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- (o) a reference to a document in agreed form is to a document the form and provisions of which have been agreed by the Seller and the Buyer before the date of this Agreement;
- (p) a reference to "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (q) a reference to "law" includes legislation, the rules of the general law, including common law and equity, and any judgment order or decree, declaration or ruling of a court of competent jurisdiction or governmental agency binding on a person or the assets of that person; and
- (r) a reference to a dollar amount is to Australian dollars.

1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the following Business Day.

2. Sale and Purchase of the Shares

Subject to the terms and conditions of this Agreement, the Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Shares for the Purchase Price on the Completion Date free of any Encumbrance.

3. Completion

3.1 Completion

Completion will take place at the offices of the Buyer's Solicitor on the date of this Agreement.

3.2 Obligations of the Seller at Completion

At Completion:

- (a) the Seller must deliver to the Buyer or to such other party as the Buyer directs, a duly completed and executed share transfer in registerable form for the Shares executed by the Custodian in favour of the Buyer; and
- (b) the Seller must deliver, and must procure the Custodian to deliver, all other documents as required by this Agreement to be delivered by the Seller to the Buyer (or the Share Registry as applicable) on Completion and take all other actions which are reasonably required by the Buyer to be taken by the Seller to register the transfer of Shares with the Share Registry and to give full effect to this Agreement.

3.3 Obligations of Buyer at Completion

At Completion the Buyer must:

- (a) pay the Purchase Price to the Seller, as directed by the Seller in Immediately Available Funds; and
- (b) accept all the documents which the Seller gives the Buyer under clause 3.2 and deliver to the Seller (or the Share Registry as applicable) all other documents and things required by this Agreement to be delivered by the Buyer to the Seller on Completion and take all other actions which are reasonably required by the Seller to be taken by the Buyer to register the transfer of Shares with the Share Registry and to give full effect to this Agreement.

3.4 Conditions of Completion

- (a) Completion is conditional on the Buyer and the Seller complying with all of their obligations under this clause 3.
- (a) Unless otherwise waived by the party receiving the benefit of this clause if the Seller or the Buyer fail to fully comply with their obligations under this clause 3 and the parties do not complete this Agreement then each party must:
 - (i) return to the other all documents delivered to it under this clause 3;
 - (ii) repay to the other all payments received by it under this clause 3; and

- (iii) do everything reasonably required by the other party to reverse any action taken under this clause 3

without prejudice to any other rights any party may have in respect of that failure.

4. *Post Completion Obligations*

4.1 Voting and other actions

From Completion until the Shares are registered in the name of the Buyer, the Seller:

- (a) must procure that the Custodian appoints the nominees of the Buyer as sole proxy and corporate representative of the Seller to attend shareholders' meetings, exercise the votes attached to the Shares and sign any shareholders' resolution and neither the Seller nor the Custodian may itself attend or vote at those meetings or sign any resolutions; and
- (b) must procure that the Custodian take all other actions in the capacity of a registered holder of the Shares as the Buyer directs.

4.2 Dividends and Distributions

Any distributions made by the Company to the Seller or the Custodian pursuant to any rights attached or accruing to the Seller or the Custodian, including dividend rights or rights relating to a return of capital, between the Completion Date and the date upon which the Shares are recorded in the name of the Buyer are to be held for the account of the Buyer and paid to the Buyer as soon as practicable after the date of such recording.

5. *Seller's Warranties*

5.1 Giving of Warranties

- (a) The Seller warrants to the Buyer that each of the Seller's Warranties is true and correct as at the date of this Agreement and will continue to be so on each day up to and including the day of Completion.
- (b) The Seller acknowledges that the Buyer has entered into and will complete this Agreement in reliance on the Seller's Warranties.
- (c) Each Seller's Warranty is to be construed separately and independently from the others and is not limited by reference to any other Seller's Warranty or any other provision of this Agreement.

6. *Buyer's Warranties*

6.1 Giving of Buyer's Warranties

- (a) The Buyer warrants to the Seller that each of the Buyer's Warranties are true and correct as at the date of this Agreement and will continue to be so on each day up to and including the day of Completion.

- (b) The Buyer acknowledges that the Seller has entered into and will complete this Agreement in reliance on the Buyer's Warranties.
- (c) Each Buyer's Warranty is to be construed separately and independently from the others and is not limited by reference to any other Buyer's Warranty or any other provision of this Agreement.

6.2 Buyer's Warranties

- (a) The Buyer has taken all necessary actions to authorise the execution, delivery and performance of this Agreement and the documents required under this Agreement in accordance with their respective terms.
- (b) The Buyer has the power to enter into this Agreement and perform its obligations under it and can do so without the consent of any other person.
- (c) The acquisition by the Buyer of the Shares under this Agreement will not require any notification or approval to the Federal Treasurer under the Australian Government's foreign investment policy or under *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FIRB Approval**) and the Buyer acknowledges that if Completion has occurred and the Federal Treasurer subsequently issues a notice to the Buyer requiring the Buyer to dispose of the Shares acquired by the Buyer under this Agreement (**FIRB Notice**) and the Seller agrees or is required to acquire the Shares from the Buyer, the price paid by the Seller will be the Purchase Price less:
 - (A) a fee of \$100,000 being the genuine and reasonable pre-estimate of the significant loss and expense that will be suffered or incurred by the Seller as a result of the breach of this Buyer's Warranty; and
 - (B) if the value of the Shares (based on the volume weighted average price of the Company's shares for the period from the date of the FIRB Notice up to the date of that the Shares are transferred to the Seller) (**Market Value**) is lower than the Purchase Price, an amount equal to the difference between the Purchase Price and the Market Value.

7. Duties, Costs and Expenses

7.1 Duties

Except as otherwise provided in this Agreement, the Buyer must pay any Duty in respect of the execution, delivery and performance of:

- (a) this Agreement;
- (b) the transfer of the Shares under this Agreement; and
- (c) any agreement or document entered into or signed under this Agreement.

7.2 Costs and expenses

Subject to clause 7.1, each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this Agreement or other agreement or document described in clause 7.1(c).

7.3 Costs of performance

Any action to be taken by the Buyer and the Seller in performing their obligations under this Agreement must be taken at their own cost and expense unless otherwise provided in this Agreement.

8. Confidentiality and Announcements

- (a) A party may disclose anything in respect of this Agreement as required by any:
 - (i) applicable law; or
 - (ii) recognised stock exchange on which its shares or the shares of any Related Corporation are listed,

but to the extent possible, it must consult with the other parties before making the disclosure and use best endeavours to agree on the form and content of the disclosure.
- (b) A party may disclose anything in respect of this Agreement or its terms to the officers, employees and professional or financial advisers of that party and its Related Corporations only to the extent that it is reasonably necessary to do so and provided the disclosing party uses its best endeavours to ensure all matters disclosed are kept confidential.
- (c) Subject to clauses 8(a) and 8(b) no party may disclose the provisions of this Agreement or the transactions or arrangements contemplated by it unless the other parties have first consented in writing (which consent must not be unreasonably withheld or delayed).

9. General

9.1 GST

- (a) Definitions
 - (i) In this clause 9.1 the expressions **adjustment note, consideration, GST, supply, tax invoice, supplier, recipient** and **taxable supply** have the meanings given to those expressions in the GST Act.
 - (ii) For the avoidance of doubt, **GST** excludes any penalties or additional tax imposed in relation to the GST.
- (b) Sums exclude GST

Unless otherwise expressly stated, the consideration to be provided or payment obligation under this Agreement is exclusive of GST.
- (c) Responsibility for GST
 - (i) Despite any other provision in this Agreement, if GST is imposed on any supply made under this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

- (ii) The recipient must pay the amount referred to in clause 9.1(c)(i) in addition to and at the same time as payment for the supply is required to be made under this Agreement.
- (iii) The supplier will be responsible for any GST penalties, interest or additional tax imposed on the supplier and attributable to its act or omission.

(d) Tax invoice

If a supply is made to which GST applies or is varied under this Agreement, the supplier must provide to the recipient of the supply a valid tax invoice or adjustment note at or before the time of payment or variation.

(e) Adjustment

If the amount of GST paid or payable by the supplier on any supply made under this Agreement differs from the amount of GST paid by the recipient, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case requires.

9.2 Notices

- (a) Any notice or other communication including any request, demand, consent or approval, to or by a party to this Agreement (**Notice**):
 - (i) must be in legible writing and in English addressed to the addressee;
 - (ii) must be hand delivered or sent by prepaid express post (next day delivery) (or email if applicable) or facsimile to the addressee's address for notices specified in the notice details in the Parties section of this Agreement or to any other address or facsimile number a party notifies to the other parties under this clause;
 - (iii) where the sender is a company, must be signed by an officer or in accordance with section 127 of the Corporations Act;
 - (iv) takes effect when received (or at a later time specified in it) and is taken to be received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) if by prepaid express post, on the second Business Day after the date of posting or if by post, three Business Days from and including the date of postage; or

if by facsimile transmission, whether or not legibly received, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent, unless, within eight hours after the transmission (being counted as hours from 9.00am to 5.00pm on a Business Day), the addressee informs the sender that it has not received the entire Notice but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am (addressee's time) on the following Business Day; and

- (C) if by electronic mail (e-mail), when received by the recipient's e-mail server;
- (v) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) A facsimile transmission is regarded as legible unless the addressee telephones the sender within two hours after the transmission is received or regarded as received under clause 9.2(a)(iv) and informs the sender that it is not legible.
- (c) In this clause 9.2, reference to an addressee includes a reference to an addressee's officers, agents or employees or any person reasonably believed by the sender to be an officer, agent or employee of the addressee.

9.3 Governing Law

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts in respect of any proceedings in connection with this Agreement.

9.4 Variation

A variation of any term of this Agreement must be in writing and signed by all the parties.

9.5 Further assurances

Each party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

9.6 Specific performance

Each party acknowledges that monetary damages alone would not be adequate compensation to the other parties for a breach of its obligations under this Agreement and that accordingly specific performance of those obligations is an appropriate remedy.

9.7 Entire agreement

- (a) This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter or any term of this Agreement.
- (b) Any statement, representation, term, warranty, condition, promise or undertaking made, given or agreed to in any prior negotiation, arrangement, understanding or agreement, has no effect except to the extent expressly set out or incorporated by reference in this Agreement.

9.8 Third party rights

No person other than the Buyer, the Company or the Seller has or is intended to have any right, power or remedy or derives or is intended to derive any benefit under this Agreement.

9.9 Counterparts

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Agreement by signing any counterpart.
- (d) This Agreement is binding on the parties on exchange of counterparts. A copy of a counterpart sent by facsimile machine or that is electronically scanned and emailed:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.

9.10 Non-merger

No provision of this Agreement, including the Warranties, merges on Completion.

9.11 Attorneys

Any attorney who executes this Agreement on behalf of a party declares that the attorney has no notice of the revocation or suspension of the power of attorney by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this Agreement and has no notice of the death of the grantor.

Schedule 1 – Shares and Purchase Price

Registered owner	Shares	Purchase Price
JP Morgan Nominees Australia Limited, the custodian for ANZ Specialist Asset Management Limited, as trustee for the Energy Infrastructure Trust	50,467,138 ordinary shares	\$20,186,855.20

Schedule 2– Seller’s Warranties

1. Shares and Capital

1.1 Title

On Completion the Buyer will obtain full legal and beneficial ownership of the Shares (subject to the registration of transfer of the Shares in the register of members) free from all Encumbrances.

1.2 Fully paid

The Shares are fully paid and no money is owing in respect of them.

1.3 Trust

To the extent the Seller enters into this Agreement in its capacity as trustee of a trust (**Relevant Trust**), the Seller :

- (a) is the only trustee of the Relevant Trust and no action has been taken or is proposed to remove it as trustee of the Relevant Trust;
- (b) it has the power under the terms of the Relevant Trust to enter into and comply with its obligations under this Agreement including the power to sell the Shares;
- (c) it has considered the purpose of this Agreement and considers that entry into this Agreement is for the benefit of the beneficiaries of the Relevant Trust, whose consents (if necessary) have been obtained;
- (d) it has a right to be indemnified out of the Relevant Trust assets in respect of obligations incurred by it under this Agreement and the assets of the Relevant Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the Relevant Trust assets;
- (e) it is not in default under the terms of the Relevant Trust; and
- (f) no action has been taken or proposed to terminate the Relevant Trust.

2. Authorisations

2.1 Authorisations

The Seller has taken all necessary actions to authorise the execution, delivery and performance of this Agreement and the documents required under this Agreement in accordance with their respective terms.

2.2 Power to sell

The Seller has the power to enter into this Agreement and perform its obligations under it and can do so without the consent of any other person and free of any pre-emptive rights or rights of first refusal.

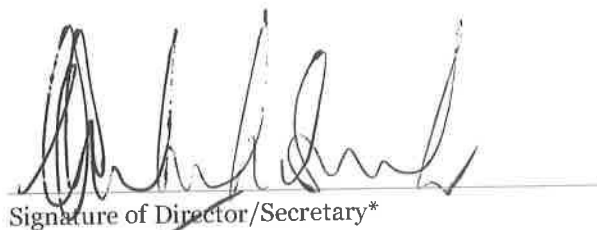
Signing Page

Executed as an Agreement

SIGNED by **ANZ Specialist Asset Management Limited** (ABN 30 098 827 671), as trustee for the Energy Infrastructure Trust by two Directors or a Director and Secretary in accordance with s.127 of the *Corporations Act 2001*:


Signature of Director


Print Full Name of Signatory


Signature of Director/Secretary*


Print Full Name of Signatory

* Delete whichever does not apply

SIGNED by **Landbridge Energy Australia Pty Ltd** (ACN 168 060 366) by two Directors or a Director and Secretary in accordance with s.127 of the *Corporations Act 2001*:

Signature of Director

Print Full Name of Signatory

Signature of Director/Secretary*

Print Full Name of Signatory

* Delete whichever does not apply

Signing Page

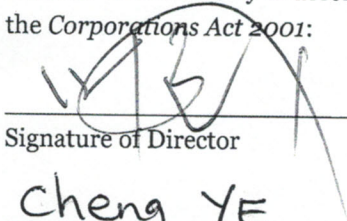
Executed as an Agreement

SIGNED by ANZ Specialist Asset Management Limited (ABN 30 098 827 671), as trustee for the Energy Infrastructure Trust by two Directors or a Director and Secretary in accordance with s.127 of the *Corporations Act 2001*:

Signature of Director

Print Full Name of Signatory

SIGNED by Landbridge Energy Australia Pty Ltd (ACN 168 060 366) by two Directors or a Director and Secretary in accordance with s.127 of the *Corporations Act 2001*:



Signature of Director

Cheng YE

Print Full Name of Signatory

Signature of Director/Secretary*

Print Full Name of Signatory

* Delete whichever does not apply



Signature of Director/Secretary*

Jingxia LIU

Print Full Name of Signatory

* Delete whichever does not apply