

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Evolution Mining Limited

ACN/ARSN 084 669 036

1. Details of substantial holder (1)

Name La Mancha Group International B.V. (Incorporated in the Netherlands, trade register number 55617786) ("LMGI") and its associates being each entity listed in Annexure A (the "La Mancha Group")

ACN/ARSN (if applicable) N/A

There was a change in the interests of the

substantial holder on 27/11/2019

The previous notice was given to the company on 26/7/2018

The previous notice was dated 26/7/2019

2. Previous and present voting power

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

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
ORD	161,891,807	9.56%	130,091,807	7.65%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
30/07/2019	La Mancha Group	On market sale	\$13,048,059.00	2,631,506 ORD	2,631,506
31/07/2019	La Mancha Group	On market sale	\$6,173,375.00	1,228,728 ORD	1,228,728
02/08/2019	La Mancha Group	On market sale	\$10,316,800.00	2,000,000 ORD	2,000,000
05/08/2019	La Mancha Group	On market sale	\$8,833,103.00	1,672,651 ORD	1,672,651
06/08/2019	La Mancha Group	On market sale	\$4,852,320.00	910,943 ORD	910,943
07/08/2019	La Mancha Group	On market sale	\$5,325,100.00	1,000,000 ORD	1,000,000
08/08/2019	La Mancha Group	On market sale	\$5,758,461.00	1,056,172 ORD	1,056,172
27/11/2019	La Mancha Group	Off market sale	\$84,987,000.00	21,300,000 ORD	21,300,000

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
La Mancha Group	Citicorp Nominees Pty Ltd as custodian for LMGI	Citicorp Nominees Pty Ltd as custodian for LMGI	Pursuant to sections 608(1)(a), 608(1)(b), 608(1)(c) and 608(3) of the Corporations Act 2001 (Cth)	130,091,807 ordinary shares	130,091,807

5. Changes in association

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

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

6. Addresses

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

Name	Address
La Mancha Group	c/- La Mancha Holding S.à r.l., 31,33 Avenue Pasteur , L. 2311 Luxembourg, Grand Duchy of Luxembourg
Citicorp Nominees Pty Ltd	Level 16, 120 Collins Street, Melbourne, Victoria 3000 Australia

Signature

print name Karim Nasr

capacity Director

sign here



date 28/11/2019

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances 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.
- (7) Details of the consideration must include any and all benefits, money 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is Annexure A of 5 pages referred to in Form 604 Notice of change of interests of substantial holder by La Mancha Group International B.V.

Signed:



Name: Karim Nasr
Capacity: Director
Date: 28/11/2019

Party/entity name	Country	ACN (if applicable)
Ms Yousriya Nassif Loza	Egypt	
Marchmont Limited	Cayman Islands	
Mocsaro Holding S.à r.l.	Luxembourg	
Oil Technology LLC	USA	
Texegy LLC	USA	
Texegy Operating Company LLC	USA	
Texegy Royalty LLC	USA	
New Egypt Investments Holdings S.à r.l.	Luxembourg	
New Egypt Holdings BV	The Netherlands	
Orascom TMT Investments S.à r.l.	Luxembourg	
OTMT Malta Investments 1 Limited	Malta	
OTMT Acquisition S.à r.l.	Luxembourg	
OT Angola Holding S.à r.l.	Luxembourg	
OTMT Acquisition II S.à r.l.	Luxembourg	
OTMT Finance Investments limited	Malta	
Tango SP 1 S.à r.l.	Luxembourg	
Libero Acquisition S.à r.l.	Luxembourg	
ItNet Srl	Italy	
ItaliaOnLine SPA	Italy	
MOQU ADV Srl	Italy	
Consodata S.p.A.	Italy	

Party/entity name	Country	ACN (if applicable)
Bizpal S.r.l.	Italy	
64 companies for digital local services	Italy	
ACDC Fund LP	Cayman Islands	
ACDC Holdings S.à .r.l	Luxembourg	
Supernap International SA	Luxembourg	
Supernap Italia Srl	Italy	
Supernap (Thailand) Company Limited	Thailand	
Orascom Investment Holding SAE	Egypt	
O Capital for Services & Contracting	Egypt	
O Capital for Energy S.A.E.	Egypt	
Trans World Associates (Ptv) Ltd	Pakistan	
TES Media (Private) Limited	Pakistan	
Trans World Enterprise Services (Private) Limited	Pakistan	
Trans World Infrastructure Services (Private) Limited	Pakistan	
CHEO Technology JV Company	DPKR	
Orascom Telecom Ventures SAE	Egypt	
Orascom Telecom Lebanon SAL	Lebanon	
Oracap Holding Co.	Port Tawfic Free Zone I (Egypt)	
Oracap Far East Limited	Malta	
Oroskon Company Limited	DPKR	
Beltone Financial Holding S.A.E.	Egypt	
Beltone Assets Management S.A.E.	Egypt	
Misr Beltone for management of funds administration	Egypt	
Beltone Investment Banking S.A.E.	Egypt	
Beltone Investment Holding - Free Zone S.A.E.	Egypt	
Beltone for information Technology S.A.E.	Egypt	
Beltone Market Maker S.A.E.	Egypt	

Party/entity name	Country	ACN (if applicable)
Beltone Securities Holding S.A.E.	Egypt	
Beltone Securities Brokerage S.A.E.	Egypt	
Beltone Financial Securities Emirates	Egypt	
Beltone Fixed Income S.A.E.	Egypt	
International For Security Company - Libya	Libya	
Beltone Financial – USA	USA	
Beltone EFT EGX 30	Egypt	
Beltone Administration Dawleya for Fund Administration Service	Egypt	
New Frontier Securities LLC	USA	
Beltone for real Estate	Egypt	
Beltone Gems Equity Fund Limited	Bermuda	
Vertex Fund SPC	Cayman Islands	
Auerbach Grayson Company LLC	USD	
'Auerbach Grayson UK Ltd	United Kingdom	
Victoire Investment Holding Coöperatie U.A.	The Netherlands	
Victoire Investment Co B.V.	The Netherlands	
Victoire 2	Brazil	
Victoire 9	Brazil	
Victoire 11	Brazil	
Victoire 13	Brazil	
Victoire 17	Brazil	
Victoire 18	Brazil	
Victoire 19	Brazil	
Orascom Prisme Pyramids Entertainment S.A.E.	Egypt	
Sarwa Capital Holding for Financial Investments S.A.E.	Egypt	
Contact Auto Credit	Egypt	
Contact Mortgage Finance	Egypt	
Wadi Degla Financial	Egypt	

Party/entity name	Country	ACN (if applicable)
Modern Finance	Egypt	
Get Go Credit Service	Egypt	
Contact Insurance Brokerage	Egypt	
Sarwa Securitization	Egypt	
Capital Real Estate	Egypt	
Contact Egyptian International Motor Credit	Egypt	
Sarwa Asset Management	Egypt	
Egyptian International for Trading and Investment	Egypt	
Sarwa Payment Systems	Egypt	
Plus Leasing	Egypt	
Sarwa Insurance	Egypt	
Sarwa Life Insurance	Egypt	
Sarwa Promotion and Underwriting	Egypt	
Bavarian Contact Car Trading	Egypt	
Star Auto Credit	Egypt	
Ezz El-Arab - Contact Financial	Egypt	
Motor Care Service	Egypt	
Sarwa Sukuk	Egypt	
Stitching Administratiekantoor World Media Group	The Netherlands	
Media Globe Networks S.A.	Luxembourg	
Euronews SA	France	
Euronews Sales UK Ltd	United Kingdom	
Euronews Development SAS	France	
Euronews MEPE	Greece	
Euronews Hungary Kft	Hungary	
Africanews Holding	Mauritius	
Africanews SASU	Congo Brazaville	
Euronews Sales GmbH	Germany	
SCI Pavillon Vert	France	

Party/entity name	Country	ACN (if applicable)
Euronews Sales Sarl	France	
Euronews Sales Singapore PTE Ltd	Singapore	
Euronews Sales Sarl Brussels Sprl	Belgium	
NEKKO M4EQUITY 1 SL	Spain	
Media Vision Holding S.à r.l.	Luxembourg	
Digital Smart System S.r.l.	Italy	
Urban Vision S.p.A.	Italy	
Cross ADV S.r.l	Italy	
Ekuity S.r.l	Italy	
Urban Vision ADV UK Limited	United Kingdom	
Spectre S.r.l.	Italy	
Urban Vision Unipessoal Ida	Portugal	
Urban Vision SA	Switzerland	
Urbanvision España SL	Spain	
La Mancha Holding S.à r.l.	Luxembourg	
La Mancha Precious Metals SA	Luxembourg	
La Mancha Group International B.V.	The Netherlands	
La Mancha Kazakhstan Limited Liability Partnership	Kazakhstan	
La Mancha Services UK Ltd	United Kingdom	
La Mancha Africa S.à r.l.	Luxembourg	
La Mancha Mali	Mali	
La Mancha Amalco Holdings Pty Ltd	Australia	163 023 498
Minera Patagonia SA	Argentina	
COMINOR SAS	France	
La Mancha Sudanese Mining Co Ltd	Sudan	
La Mancha Africa Holding Ltd	Malta	
Endeavour Mining Corp	Cayman Islands	
La Mancha Star Investments S.à r.l.	Luxembourg	
Golden Star Resources Ltd	Canada	

Party/entity name	Country	ACN (if applicable)
March Fund Holdings	Cayman Islands	
March Capital Investment S.à r.l.	Luxembourg	
One Dalton Investment (Malta) Limited	Malta	
OTMT Malta Investments Monreith Ltd	Malta	
OTMT Malta Investments FE Ltd	Malta	
HOF Capital GCI Fund (Cayman) LP	Cayman Islands	
HOF Capital GCI Fund LP	USA	
March Capital Holding S. à r.l.	Luxembourg	
Riverbank SA	Luxembourg	

Annexure B – Share Purchase Agreements

This is Annexure B of 23 pages referred to in Form 604 Notice of change of interests of substantial holder by La Mancha Group International B.V.

Refer attached.

Signed:



Name:	Karim Nasr
Capacity:	Director
Date:	28/11/2019

This Agreement is made on 25 November 2019

Parties

- 1 **La Mancha Group International B.V.** a private company with limited liability incorporated in the Netherlands, with trade register number 55617786, having its registered address at Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands (the **Vendor**).
- 2 **Citigroup Global Markets Limited** of 33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom (the **Purchaser**).

Recitals

- A The Vendor is the beneficial owner of the Sale Shares.
- B The Vendor has agreed to sell the Sales Shares to the Purchaser, and the Purchaser has agreed to buy the Sale Shares from the Vendor, on the terms of this Agreement.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASX Settlement Operating Rules means the operating rules of the settlement facility of ASX Settlement Pty Limited (ACN 008 504 532) for the purposes of the Corporations Act.

Bank Account means the following bank account:

Safekeeping account name: LA MANCHA GROUP INTERNATIONAL B.V.

Safekeeping account number: 6017814194

Beneficiary Account Name: LA MANCHA GROUP INTERNATIONAL B.V.

Beneficiary Cash account number: 17826109

Cash account currency: AUD

Beneficiary bank SWIFT Code: CITIGB2L

Cash correspondent: Citibank Sydney

Cash correspondent SWIFT: CITIAU2X

Citibank (correspondent bank) cash account: 0912083012

Cash wording: Please pay AUD [amount] direct via MT103 to Citibank N.A.

London (CITIGB2L) for credit to 17826109, LA MANCHA GROUP INTERNATIONAL B.V., with separate cover message (MT202) via your correspondent bank to Citibank Sydney (CITIAU2X) favour acct number A/C 0912083012.

IBAN number: IBAN GB91 CITI 1850 0817 8261 09

Business Day means any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London, Sydney and New York..

CHESS means the Clearing House Electronic Subregister System, which provides for the electronic transfer, settlement and registration of securities in Australia.

Confirmed Electronic Transfer means the electronic transfer of funds directly from one bank account to another with the receipt of funds being acknowledged verbally or in writing to the Purchaser by the bank operating the receiving account.

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

Closing Price means closing price per full-paid ordinary share issued in the capital of Target on the Trade Date on the ASX as determined by the Purchaser as displayed on Bloomberg page <EVN AU Equity HP>.

Purchase Price means the amount equal to the Closing Price multiplied by the number of Sale Shares.

Sale Shares means 10,650,000 fully-paid ordinary shares issued in the capital of Target.

Security Interest means an interest or power:

- (a) reserved in or over any interest in any asset including, without limitation, any retention of title, option, preference, right of pre-emption or conversion, warrant, right of first or last refusal or other similar third party rights; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, hypothecation, charge, lien, pledge, trust or power,

by way of security or quasi-security for the payment of debt or any other monetary obligation or the enforcement of any other obligation and whether or not existing or agreed to be granted or created.

Settlement means completion of the sale and purchase of the Sale Shares under this Agreement.

Settlement Date means the date that is 2 business days after the Trade Date determined on a T+2 basis in accordance with the ASX Settlement Operating Rules or such other date as the parties may agree in writing.

Target means Evolution Mining Limited (ACN 084 669 036).

Trade Date means the date of this agreement.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause or Schedule is a reference to a clause of, or Schedule to, this Agreement.
 - (vi) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented,

novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

- (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (viii) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (x) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.
- (xi) A reference to *dollars* or \$ is to Australian currency.
- (xii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (xiii) A month means a calendar month.
- (xiv) A reference to time is to the time at Sydney, New South Wales.

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

- (a) The Vendor as beneficial owner sells the Sale Shares free from all Security Interests and the Purchaser buys the Sale Shares for the Purchase Price, in each case on the terms set out in this Agreement.
- (b) Title to and property in the Sale Shares remain solely with the Vendor until Settlement and, subject to the provisions of this Agreement, passes to the Purchaser with effect from Settlement.
- (c) The Purchaser is entitled to any dividend, distribution, return of capital, paid or credited amount, transferred property or similar, announced and/or paid in respect of the Sale Shares at any time after the date of this agreement (each an **Entitlement**).
- (d) To the extent the Purchaser is entitled to an Entitlement under paragraph (c) above and that Entitlement is received by the Vendor, the Purchase Price will be reduced by an amount equal to the amount of the Entitlement. For the avoidance of doubt, the amount or value of any franking credit that is attached to a dividend or other distribution does not form part of, and is excluded from, the Entitlement of the Purchaser (as the case may be) for all purposes including for the purposes of reducing the Purchase Price under this paragraph (d).

3 Trade Date

On the Trade Date, the Vendor must procure performance of all that is required by the ASX Settlement Operating Rules for the Sale Shares to be transferred to the Purchaser by way of one or more special crossings

4 Settlement

4.1 Obligations of the Vendor on Settlement

On the Settlement Date, the Vendor must:

- (a) in respect of Sale Shares that are held on the Target's issuer-sponsored subregister, deliver to the Purchaser a duly executed transfer in registrable form, in favour of Purchaser, for the Sale Shares;
- (b) in respect of Sale Shares that are held on the Target's CHESS-sponsored subregister, procure performance of all that is required by the ASX Settlement Operating Rules for the Sale Shares to be transferred to the Purchaser; and
- (c) in respect of all Sale Shares, deliver to the Purchaser the holding statements, or copies of the holding statements, which disclose ownership of the Sale Shares.

4.2 Obligations of the Purchaser on Settlement

On the Settlement Date, the Purchaser must pay the Purchase Price to the Vendor by Confirmed Electronic Transfer to the Bank Account.

4.3 Interdependency

- (a) The obligations of the parties under clauses 4.1 and 4.2 are interdependent.
- (b) If any action referred to in clause 4.1 or 4.2 does not take place on the Settlement Date then Settlement will not have occurred and, without prejudice to any rights available to any party as a consequence:
 - (i) there is no obligation on any party to perform any of its obligations under clause 4.1 or 4.2; and
 - (ii) to the extent such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions.
- (c) If Settlement does not occur on the Settlement Date, then this Agreement will automatically terminate, with immediate effect unless otherwise agreed between the parties.
- (d) If this Agreement automatically terminates under clause 4.3(c):
 - (i) each party will be released from its obligations under this Agreement, except its obligations under clause 4.3(b)(ii);
 - (ii) each party will retain the rights it has or may have against any other party in respect of any past breach of this Agreement, including any breach of clause 4.1 or 4.2; and
 - (iii) in all other respects, all future obligations of the parties under this Agreement will immediately terminate and be of no further force or effect.

5 Representations and Warranties

5.1 By the Vendor

The Vendor represents and warrants to the Purchaser that each of the following statements is true, accurate and not misleading as at the date of this Agreement, as at Settlement, and (unless specified otherwise) at all times until Settlement.

- (a) **(Body corporate)** The Vendor is a body corporate validly existing and duly established under the laws of its place of its organisation.
- (b) **(Capacity)** The Vendor has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement.
- (c) **(Authority)** The Vendor has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement.
- (d) **(Power to sell)** The Vendor has the corporate authority and power to sell all of its Sale Shares under this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase all of its Sale Shares, or any of them, and there is otherwise no restriction on the transfer of its Sale Shares to the Purchaser on the terms of this Agreement.
- (e) **(Document effective)** This Agreement constitutes a legal, valid and binding obligation of the Vendor.
- (f) **(Compliance with law)** The entry into this Agreement by the Vendor and the performance of its obligations under this Agreement will not infringe any law or regulation material to the transactions contemplated under this Agreement and will not result in a breach of the Vendor's constitution or any instrument or document to which the Vendor is a party or by which it is bound.
- (g) **(Ownership)** At Settlement the Vendor is the beneficial owner of its Sale Shares free from all Security Interests.
- (h) **(Sale Shares)** To the best of its knowledge, the Vendor's Sale Shares rank equally in all respects with all other fully-paid ordinary shares issued in the capital of Target.
- (i) **(No MNPI)** neither the Vendor nor any affiliate, nor any individual who is an officer, member, director, controlling person or employee acting on behalf of it or its affiliate (each a **Relevant Individual**) in connection with the transactions contemplated under this Agreement Relevant is, or at any time up until immediately after the termination of the this Agreement will be, in possession of material non-public information relating to the Target or the Sale Shares which would:
 - (i) restrict its ability to (A) deal in the Sale Shares, (B) transfer the Sale Shares to the Purchaser or (C) grant security over the Sale Shares to the Purchaser; or
 - (ii) affect its ability in any other way to perform its obligations under this Agreement
 - (iii) would result in the Vendor or any Relevant Individual being in breach of any provision of Part 7.10, Division 3 of the Corporations Act.
- (j) **(Disclosure)** the Vendor has, and will continue at all times to, promptly make any notifications or disclosures to be made to the Target, regulators, the Australian Takeovers Panel, ASX, stock exchanges or official news services, if any, or otherwise required under the Australian Corporations Act 2001 (Cth), Australian Securities and Investments Commission Act 1989 (Cth) and regulations promulgated thereunder or any other applicable laws or regulations or Takeover Panel Guidance Notes to be made in

connection with the transactions contemplated under this Agreement and it shall comply, at all times, with all applicable legal and regulatory requirements (including, but not limited to, those in relation to market abuse and insider dealing and the Australian Takeover Panel's Guidance Note 20 – Equity Derivatives dated on or about April 2008, if relevant, (any notification or disclosure pursuant to such guidance, a “**GN20 Notification**”)), and in connection therewith it will disclose the terms of this Agreement to the Target in the form of a GN20 Notification (in form and substance satisfactory to the Purchaser) on the Trade Date and, if the Vendor fails to do so, it authorises the Purchaser to (i) disclose the terms of this Agreement to the Target on its behalf and/or (ii) issue a public statement disclosing the terms of this Agreement.

(k) **(Insolvency)**

- (i) The Vendor is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened.
- (ii) The Vendor is not in liquidation and no proceedings have been brought or threatened for the purpose of winding up the Vendor.
- (iii) To the best of the Vendor's knowledge and belief, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Vendor.
- (iv) No administrator has been appointed to the Vendor nor has any deed of company arrangement been executed or proposed in respect of the Vendor.

5.2 By the Purchaser

The Purchaser represents and warrants to the Vendor that each of the following statements is true, accurate and not misleading as at the date of this Agreement, as at Settlement, and (unless specified otherwise) at all times until Settlement.

- (a) **(Body corporate)** The Purchaser is a body corporate validly existing and duly established under the laws of its place of its organisation.
- (b) **(Capacity)** The Purchaser has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement.
- (c) **(Authority)** the Purchaser has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement.
- (d) **(Document effective)** This Agreement constitutes a legal, valid and binding obligation of the Purchaser.

6 CGT Withholding Declaration

The Vendor declares that, for the purposes of section 14-225(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth), the Sale Shares are membership interests that do not constitute indirect Australian real property and will continue to be membership interests that do not constitute indirect Australian real property interests until and including Settlement. If Settlement is more than 6 months after the date of execution of this Agreement, the Vendor will provide to the

Purchaser before Settlement a new declaration for the purposes of section 14-225(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

7 Power of Attorney

Subject to Settlement occurring in accordance with this Agreement, the Vendor appoints the Purchaser to be its attorney from the Settlement Date in respect of the Sale Shares until the Sale Shares are registered in the name of the Purchaser. Under this power of attorney, the Purchaser may do in the name of the Vendor and on its behalf everything necessary to:

- (a) transfer the Sale Shares;
- (b) exercise any rights, including rights to appoint a proxy or representative and voting rights, attending to the Shares;
- (c) receive any dividend or other entitlement paid or credited to the Vendor in respect of the Sale Shares; and
- (d) do any other act or thing in respect of the Sale Shares.

The Vendor declares that all acts and things done by the Purchaser in exercising powers under this power of attorney will be as good and valid as if they had been done by the Vendor and agrees to ratify and confirm whatever the Purchaser does in exercising power under this power of attorney.

8 Disclosure

The parties acknowledge and agree that each of the parties may provide a copy of this document as follows:

- (a) to:
 - (i) Target; and
 - (ii) the ASX for public disclosure,
 in order to satisfy their respective obligations under Part 6C.1 of the Corporations Act; and
- (b) to any parent company of the Vendor or the Purchaser (as applicable).

9 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or an authorised officer of the sender (or in the case of email, set out the full name and position or title of the sender or authorised officer of the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:

- (i) to the Vendor:

Address: Prins Bernhardplein 200, 1097 JB
 Amsterdam, The Netherlands

 Email: karim.nasr@lamanacha.com
 riccardo.marsili@lamanacha.com
 simon.elbeze@lamanacha.com
 tariq.queshi@lamanacha.com

Attention: Karim Nasr, Riccardo Marsili, Simon
El Beze and Tariq Qureshi

(ii) to the Purchaser:

Address: 33 Canada Square, Canary Wharf,
London E14 5LB, United Kingdom

Email: ecmss@citi.com

Attention: Ben Price, Bertrand Fabre de Morlhon
and Ali Farhan

- (c) will be conclusively taken to be duly given or made and received:
- (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
 - (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and
 - (iv) in the case of email, at the earliest of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the intended recipient confirms receipt of the email by reply email; and
 - (C) three 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 three hour period, an automated message that the email has not been delivered,
- but if the result is that a Notice would be taken to be given or made and received:
- (v) in the case of delivery by hand or post, at a time that is later than 5pm;
 - (vi) in the case of delivery by email, at a time that is later than 7pm; or
 - (vii) on a day that is not a business day,
- in the place specified by the intended recipient as its postal address under clause 9(b), it will be conclusively taken to have been duly given or made and received at the start of business on the next business day in that place.

10 General Provisions

10.1 Costs and duty

- (a) The Vendor must bear each party's costs arising out of the negotiation, preparation and execution of this Agreement.
- (b) The Purchaser must pay all stamp duty that may be payable on or in connection with this Agreement, any transaction evidenced by this Agreement and any instrument or transaction entered into under this Agreement.

10.2 No merger

The rights and obligations of the parties will not merge on the Settlement of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment

or other document entered into for the purpose of implementing any such transaction. Each indemnity in this Agreement survives the expiry or termination of this Agreement.

10.3 Amendment

This Agreement may be amended only by another agreement executed by all parties.

10.4 Assignment

No party can assign, charge, encumber or otherwise deal with any rights and obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.

10.5 Further assurances

Each party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

10.6 Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

10.7 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

10.8 Severability of provisions

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

10.9 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

10.10 Counterparts

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

Execution Page - Vendor

Signed for La Mancha Group International
B.V. by its authorised representative in the
presence of:



Witness Signature

TARIQ QURESHI

Print Name



Authorised Representative Signature

KARIM NASR

Print Name

ATTORNEY IN FACT

Position

Execution Page - Purchaser

Each attorney executing this Agreement states that he or she has no notice of revocation or suspension of his or her power of attorney.

Signed for Citigroup Global Markets

Limited by its authorised representative in
the presence of:



Witness Signature

ALI FARHAN

Print Name



Authorised Representative Signature

Vincent Folliot
Print Name **Managing Director**

Position

This Agreement is made on 25 November 2019

Parties

- 1 **La Mancha Group International B.V.** a private company with limited liability incorporated in the Netherlands, with trade register number 55617786, having its registered address at Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands (the **Vendor**).
- 2 **J.P. Morgan Securities Plc** of 25 Bank Street, Canary Wharf, London E14 5JP, United Kingdom (the **Purchaser**).

Recitals

- A The Vendor is the beneficial owner of the Sale Shares.
- B The Vendor has agreed to sell the Sales Shares to the Purchaser, and the Purchaser has agreed to buy the Sale Shares from the Vendor, on the terms of this Agreement.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASX Settlement Operating Rules means the operating rules of the settlement facility of ASX Settlement Pty Limited (ACN 008 504 532) for the purposes of the Corporations Act.

Bank Account means the following bank account:

Safekeeping account name: LA MANCHA GROUP INTERNATIONAL B.V.

Safekeeping account number: 6017814194

Beneficiary Account Name: LA MANCHA GROUP INTERNATIONAL B.V.

Beneficiary Cash account number: 17826109

Cash account currency: AUD

Beneficiary bank SWIFT Code: CITIGB2L

Cash correspondent: Citibank Sydney

Cash correspondent SWIFT: CITIAU2X

Citibank (correspondent bank) cash account: 0912083012

Cash wording: Please pay AUD [amount] direct via MT103 to Citibank N.A.

London (CITIGB2L) for credit to 17826109, LA MANCHA GROUP INTERNATIONAL B.V., with separate cover message (MT202) via your correspondent bank to Citibank Sydney (CITIAU2X) favour acct number A/C 0912083012.

IBAN number: IBAN GB91 CITI 1850 0817 8261 09

Business Day means any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London, Sydney and New York..

CHESS means the Clearing House Electronic Subregister System, which provides for the electronic transfer, settlement and registration of securities in Australia.

Confirmed Electronic Transfer means the electronic transfer of funds directly from one bank account to another with the receipt of funds being acknowledged verbally or in writing to the Purchaser by the bank operating the receiving account.

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

Closing Price means closing price per full-paid ordinary share issued in the capital of Target on the Trade Date on the ASX as determined by the Purchaser as displayed on Bloomberg page <EVN AU Equity HP>.

Purchase Price means the amount equal to the Closing Price multiplied by the number of Sale Shares.

Sale Shares means 10,650,000 fully-paid ordinary shares issued in the capital of Target.

Security Interest means an interest or power:

- (a) reserved in or over any interest in any asset including, without limitation, any retention of title, option, preference, right of pre-emption or conversion, warrant, right of first or last refusal or other similar third party rights; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, hypothecation, charge, lien, pledge, trust or power,

by way of security or quasi-security for the payment of debt or any other monetary obligation or the enforcement of any other obligation and whether or not existing or agreed to be granted or created.

Settlement means completion of the sale and purchase of the Sale Shares under this Agreement.

Settlement Date means the date that is 2 business days after the Trade Date determined on a T+2 basis in accordance with the ASX Settlement Operating Rules or such other date as the parties may agree in writing.

Target means Evolution Mining Limited (ACN 084 669 036).

Trade Date means the date of this agreement.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause or Schedule is a reference to a clause of, or Schedule to, this Agreement.
 - (vi) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented,

novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

- (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (viii) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (x) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.
- (xi) A reference to *dollars* or \$ is to Australian currency.
- (xii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (xiii) A month means a calendar month.
- (xiv) A reference to time is to the time at Sydney, New South Wales.

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

- (a) The Vendor as beneficial owner sells the Sale Shares free from all Security Interests and the Purchaser buys the Sale Shares for the Purchase Price, in each case on the terms set out in this Agreement.
- (b) Title to and property in the Sale Shares remain solely with the Vendor until Settlement and, subject to the provisions of this Agreement, passes to the Purchaser with effect from Settlement.
- (c) The Purchaser is entitled to any dividend, distribution, return of capital, paid or credited amount, transferred property or similar, announced and/or paid in respect of the Sale Shares at any time after the date of this agreement (each an **Entitlement**).
- (d) To the extent the Purchaser is entitled to an Entitlement under paragraph (c) above and that Entitlement is received by the Vendor, the Purchase Price will be reduced by an amount equal to the amount of the Entitlement. For the avoidance of doubt, the amount or value of any franking credit that is attached to a dividend or other distribution does not form part of, and is excluded from, the Entitlement of the Purchaser (as the case may be) for all purposes including for the purposes of reducing the Purchase Price under this paragraph (d).

3 Trade Date

On the Trade Date, the Vendor must procure performance of all that is required by the ASX Settlement Operating Rules for the Sale Shares to be transferred to the Purchaser by way of one or more special crossings

4 Settlement

4.1 Obligations of the Vendor on Settlement

On the Settlement Date, the Vendor must:

- (a) in respect of Sale Shares that are held on the Target's issuer-sponsored subregister, deliver to the Purchaser a duly executed transfer in registrable form, in favour of Purchaser, for the Sale Shares;
- (b) in respect of Sale Shares that are held on the Target's CHESS-sponsored subregister, procure performance of all that is required by the ASX Settlement Operating Rules for the Sale Shares to be transferred to the Purchaser; and
- (c) in respect of all Sale Shares, deliver to the Purchaser the holding statements, or copies of the holding statements, which disclose ownership of the Sale Shares.

4.2 Obligations of the Purchaser on Settlement

On the Settlement Date, the Purchaser must pay the Purchase Price to the Vendor by Confirmed Electronic Transfer to the Bank Account.

4.3 Interdependency

- (a) The obligations of the parties under clauses 4.1 and 4.2 are interdependent.
- (b) If any action referred to in clause 4.1 or 4.2 does not take place on the Settlement Date then Settlement will not have occurred and, without prejudice to any rights available to any party as a consequence:
 - (i) there is no obligation on any party to perform any of its obligations under clause 4.1 or 4.2; and
 - (ii) to the extent such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions.
- (c) If Settlement does not occur on the Settlement Date, then this Agreement will automatically terminate, with immediate effect unless otherwise agreed between the parties.
- (d) If this Agreement automatically terminates under clause 4.3(c):
 - (i) each party will be released from its obligations under this Agreement, except its obligations under clause 4.3(b)(ii);
 - (ii) each party will retain the rights it has or may have against any other party in respect of any past breach of this Agreement, including any breach of clause 4.1 or 4.2; and
 - (iii) in all other respects, all future obligations of the parties under this Agreement will immediately terminate and be of no further force or effect.

5 Representations and Warranties

5.1 By the Vendor

The Vendor represents and warrants to the Purchaser that each of the following statements is true, accurate and not misleading as at the date of this Agreement, as at Settlement, and (unless specified otherwise) at all times until Settlement.

- (a) **(Body corporate)** The Vendor is a body corporate validly existing and duly established under the laws of its place of its organisation.
- (b) **(Capacity)** The Vendor has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement.
- (c) **(Authority)** The Vendor has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement.
- (d) **(Power to sell)** The Vendor has the corporate authority and power to sell all of its Sale Shares under this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase all of its Sale Shares, or any of them, and there is otherwise no restriction on the transfer of its Sale Shares to the Purchaser on the terms of this Agreement.
- (e) **(Document effective)** This Agreement constitutes a legal, valid and binding obligation of the Vendor.
- (f) **(Compliance with law)** The entry into this Agreement by the Vendor and the performance of its obligations under this Agreement will not infringe any law or regulation material to the transactions contemplated under this Agreement and will not result in a breach of the Vendor's constitution or any instrument or document to which the Vendor is a party or by which it is bound.
- (g) **(Ownership)** At Settlement the Vendor is the beneficial owner of its Sale Shares free from all Security Interests.
- (h) **(Sale Shares)** To the best of its knowledge, the Vendor's Sale Shares rank equally in all respects with all other fully-paid ordinary shares issued in the capital of Target.
- (i) **(No MNPI)** neither the Vendor nor any affiliate, nor any individual who is an officer, member, director, controlling person or employee acting on behalf of it or its affiliate (each a **Relevant Individual**) in connection with the transactions contemplated under this Agreement Relevant is, or at any time up until immediately after the termination of the this Agreement will be, in possession of material non-public information relating to the Target or the Sale Shares which would:
 - (i) restrict its ability to (A) deal in the Sale Shares, (B) transfer the Sale Shares to the Purchaser or (C) grant security over the Sale Shares to the Purchaser; or
 - (ii) affect its ability in any other way to perform its obligations under this Agreement
 - (iii) would result in the Vendor or any Relevant Individual being in breach of any provision of Part 7.10, Division 3 of the Corporations Act.
- (j) **(Disclosure)** the Vendor has, and will continue at all times to, promptly make any notifications or disclosures to be made to the Target, regulators, the Australian Takeovers Panel, ASX, stock exchanges or official news services, if any, or otherwise required under the Australian Corporations Act 2001 (Cth), Australian Securities and Investments Commission Act 1989 (Cth) and regulations promulgated thereunder or any other applicable laws or regulations or Takeover Panel Guidance Notes to be made in

connection with the transactions contemplated under this Agreement and it shall comply, at all times, with all applicable legal and regulatory requirements (including, but not limited to, those in relation to market abuse and insider dealing and the Australian Takeover Panel's Guidance Note 20 – Equity Derivatives dated on or about April 2008, if relevant, (any notification or disclosure pursuant to such guidance, a “**GN20 Notification**”)), and in connection therewith it will disclose the terms of this Agreement to the Target in the form of a GN20 Notification (in form and substance satisfactory to the Purchaser) on the Trade Date and, if the Vendor fails to do so, it authorises the Purchaser to (i) disclose the terms of this Agreement to the Target on its behalf and/or (ii) issue a public statement disclosing the terms of this Agreement.

(k) **(Insolvency)**

- (i) The Vendor is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened.
- (ii) The Vendor is not in liquidation and no proceedings have been brought or threatened for the purpose of winding up the Vendor.
- (iii) To the best of the Vendor's knowledge and belief, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Vendor.
- (iv) No administrator has been appointed to the Vendor nor has any deed of company arrangement been executed or proposed in respect of the Vendor.

5.2 By the Purchaser

The Purchaser represents and warrants to the Vendor that each of the following statements is true, accurate and not misleading as at the date of this Agreement, as at Settlement, and (unless specified otherwise) at all times until Settlement.

- (a) **(Body corporate)** The Purchaser is a body corporate validly existing and duly established under the laws of its place of its organisation.
- (b) **(Capacity)** The Purchaser has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement.
- (c) **(Authority)** the Purchaser has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement.
- (d) **(Document effective)** This Agreement constitutes a legal, valid and binding obligation of the Purchaser.

6 CGT Withholding Declaration

The Vendor declares that, for the purposes of section 14-225(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth), the Sale Shares are membership interests that do not constitute indirect Australian real property and will continue to be membership interests that do not constitute indirect Australian real property interests until and including Settlement. If Settlement is more than 6 months after the date of execution of this Agreement, the Vendor will provide to the

Purchaser before Settlement a new declaration for the purposes of section 14-225(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

7 Power of Attorney

Subject to Settlement occurring in accordance with this Agreement, the Vendor appoints the Purchaser to be its attorney from the Settlement Date in respect of the Sale Shares until the Sale Shares are registered in the name of the Purchaser. Under this power of attorney, the Purchaser may do in the name of the Vendor and on its behalf everything necessary to:

- (a) transfer the Sale Shares;
- (b) exercise any rights, including rights to appoint a proxy or representative and voting rights, attending to the Shares;
- (c) receive any dividend or other entitlement paid or credited to the Vendor in respect of the Sale Shares; and
- (d) do any other act or thing in respect of the Sale Shares.

The Vendor declares that all acts and things done by the Purchaser in exercising powers under this power of attorney will be as good and valid as if they had been done by the Vendor and agrees to ratify and confirm whatever the Purchaser does in exercising power under this power of attorney.

8 Disclosure

The parties acknowledge and agree that each of the parties may provide a copy of this document as follows:

- (a) to:
 - (i) Target; and
 - (ii) the ASX for public disclosure,
 in order to satisfy their respective obligations under Part 6C.1 of the Corporations Act; and
- (b) to any parent company of the Vendor or the Purchaser (as applicable).

9 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or an authorised officer of the sender (or in the case of email, set out the full name and position or title of the sender or authorised officer of the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:

- (i) to the Vendor:

Address: Prins Bernhardplein 200, 1097 JB
 Amsterdam, The Netherlands

 Email: karim.nasr@lamancha.com
 riccardo.marsili@lamancha.com
 simon.elbeze@lamancha.com
 tariq.queshi@lamancha.com

Attention: Karim Nasr, Riccardo Marsili, Simon El Beze and Tariq Qureshi

(ii) to the Purchaser:

Address: 25 Bank Street, Canary Wharf, London E14 5JP, United Kingdom

Email: sammy.g.medyati@jpmorgan.com, joe.lau@jpmorgan.com, Strategic_Asia_TA@jpmorgan.com and Strategic_MS@jpmorgan.com

Attention: Sammy Medyati and Strategic MS

(c) will be conclusively taken to be duly given or made and received:

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- (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
- (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and
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 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the intended recipient confirms receipt of the email by reply email; and
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but if the result is that a Notice would be taken to be given or made and received:

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

10.9 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

10.10 Counterparts

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

Execution Page - Vendor

Signed for La Mancha Group International
B.V. by its authorised representative in the
presence of:



Witness Signature

TARIQ QURESHI

Print Name



Authorised Representative Signature

KARIM NASR

Print Name

ATTORNEY IN FACT

Position

Execution Page - Purchaser

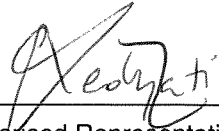
Each attorney executing this Agreement states that he or she has no notice of revocation or suspension of his or her power of attorney.

Signed for J.P. Morgan Securities Plc by
its authorised representative in the presence
of:


Witness Signature

Print Name

Alan Michael Thomas
Managing Director


Authorised Representative Signature

SAMMY MEDYATI
Print Name

Sammy Medyati
Position **Executive Director**
J.P. Morgan
25 Bank Street, London E14 5JP