



ASX ANNOUNCEMENT

29 June 2015

## Despatch of Share Purchase Plan Offer Booklet

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On 23 June 2015, Marmota Energy Limited (ASX:MEU) announced its intention to offer a Share Purchase Plan to eligible shareholders. In accordance with Listing Rule 3.17, attached are copies of the Chairman's Letter and Share Purchase Plan Offer Booklet (including Application Form) as despatched to shareholders today.

For further information, please contact:

**Marmota Energy Limited**

**David Williams** Managing Director

Email: [info@marmotaenergy.com.au](mailto:info@marmotaenergy.com.au)

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[www.marmotaenergy.com.au](http://www.marmotaenergy.com.au)



28 June 2015

Dear Fellow Shareholder

## Share Purchase Plan

### An invitation to partake in the new Marmota

Welcome to the new Marmota. The recent EGM on 1 May showed overwhelming support for change at Marmota. I am very grateful to have been most warmly received by the Board — and I am delighted to say that we are off to a great start! Already:

- **Non-exec director's fees:** expenditure slashed  
Money is being targeted into exploration (not admin)
- **New capital coming in:** on 18 May, we successfully raised \$200,000 from sophisticated investors, at a price of 1c per share.
- Operating costs cut: **saving around \$700,000 per annum!**<sup>1</sup>
- **New geologist on the Board**  
We are delighted to have appointed highly-experienced geologist Peter Thompson to the Board. Peter was in charge of a team of 22 geoscientists at St Barbara Ltd, and has held senior positions with companies like Anaconda, Western Mining, etc. Peter has already made a superb contribution to Marmota, and we are absolutely delighted to have him on the Board.
- **New premises:** last week, we moved into new physical premises perfect to our needs. We are up and running ...

And now:

- **A new gold exploration program**  
Marmota is about to launch a new gold exploration program within our dominant tenement position around the Challenger gold mine in the west Gawler Craton. The Challenger gold mine has already produced over one million ounces of gold (*i.e.* over A\$1.5 billion at current prices). Our in-house geos are already in the west Gawler Craton to commence work. This Share Purchase Plan is being used to help fund the gold exploration program and working capital.

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<sup>1</sup> New financial year (estimate), compared to year to June 2015.

## Share Purchase Plan (SPP)

Last month, on 18 May, Marmota successfully conducted a placement to sophisticated and professional investors at 1c per share.

TODAY, we are offering eligible fellow ordinary shareholders the opportunity to also purchase shares at the same price of 1c per share, but **with an extra 5% discount** as a special thank you for being an existing shareholder ... *i.e.* a price of 0.95c per share (without any brokerage or transactions costs). This is an opportunity to invest in the *new Marmota* ... at old Marmota prices. Eligible shareholders can apply for \$1000, \$2500, \$5000, \$7500, \$10000, up to a maximum of \$15000 of Marmota shares (**all subject to scale-back**).

Please note: The SPP is intended to raise \$200,000 (subject to discretion). This is a small amount and thus eligible offers **may be scaled back**.

Please note that in the event that the offer is oversubscribed, **the director's reserve the right to SCALE BACK all offers**. Please do take this into account. Please do carefully read the attached booklet which provides the detailed terms and conditions.

I feel very confident that exciting times lie ahead, and warmly invite you to share in our new future.

Welcome again to the new Marmota!



**Dr Colin Rose**  
Chairman  
Marmota Energy Limited

### Important Information

The offer of New Shares under the SPP is made in accordance with ASIC Class Order 09/425 which grants relief from the requirement to issue a disclosure document for the SPP. The attached booklet contains further information about the SPP. The Board recommends you read the booklet carefully. Please note that the booklet does not provide financial advice and has been prepared without taking account of any person's investment objectives, financial situation or particular needs.

# SPP Terms and Conditions



## Share Purchase Plan Booklet Marmota Energy Limited

ACN 119 270 816

These materials do not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or to, or for the account of "U.S. persons" (as defined in Regulation S under the U.S Securities Act of 1993, as amended ("**U.S. Securities Act**")) (**U.S Persons**). These materials have been prepared for publication in Australia and New Zealand only and may not be sent or disseminated in, distributed or released, directly or indirectly, in the United States or to any U.S. Person in any place, or elsewhere. The New Shares have not been, and will not be, registered under the U.S. Securities Act or under the securities laws of any state or other jurisdiction of the United States, and may not be offered, sold or otherwise transferred in the United States or to, or for the account of any US Person except in compliance with the registration requirements of the U.S. Securities Act and any other applicable state securities laws or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and applicable state securities laws. The New Shares may only be offered and sold outside the United States in "offshore transactions" (as defined in Regulation S under the U.S. Securities Act) in compliance with the U.S. Securities Act and laws of the jurisdiction in which the New Shares are offered and sold

NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES

## SPP Terms and Conditions

1.	<b>What is the Share Purchase Plan ("SPP")?</b>	Under the SPP, Eligible Shareholders have an opportunity to apply to purchase up to A\$15,000 worth of New Shares at an issue price of A\$0.0095 per New Share.	
2.	<b>Am I an Eligible Shareholder?</b>	<p>You are an eligible shareholder ("<b>Eligible Shareholder</b>") if you are a holder of Shares on the Record Date, being 7.00pm (AEST) on 22 June 2015 and have a registered address in Australia or New Zealand. If you hold Shares on behalf of persons who reside outside Australia or New Zealand, or are in the United States, are a U.S. Person, or a person acting on the account of a U.S. Person, you are not an eligible shareholder and are not entitled to participate in the Share Purchase Plan.</p> <p>If you are a joint holder of Shares or have multiple holdings of Shares, please refer to clause 2 in the "Other Terms and Conditions" section of this Booklet for further information.</p> <p>If you are a custodian or nominee, please refer to clause 3 in the "Other Terms and Conditions" section of this Booklet for information on eligibility for custodian and nominee shareholders.</p>	
3.	<b>What are the key dates of the Share Purchase Plan?</b>	<b>Record Date</b>	7.00pm (AEST) on 22 June 2015
		<b>Offer opens</b>	29 June 2015
		<b>Offer closes</b>	5.00pm (AEST) on 10 July 2015
		<b>Allocation announcement and Scale-back (if any)</b>	17 July 2015
		<b>Issue of Shares</b>	21 July 2015
		<b>Quotation of New Shares</b>	22 July 2015
		<p><b>You must ensure that your application and payment is received by 5.00pm (AEST) on 10 July 2015.</b></p> <p>Marmota Energy Limited ("<b>Marmota</b>" or the "<b>Company</b>") may vary any of the above dates in its absolute discretion by lodging a revised timetable with the ASX.</p>	
4.	<b>What is the issue price of the New Shares?</b>	The SPP provides the opportunity to increase your shareholding in Marmota at an issue price of A\$0.0095 per New Share ( <b>SPP Price</b> ) which represents a 5% discount to the price of the recent placement at A\$0.01 per Share to sophisticated and professional investors (as announced on 18 May 2015) and a 5% discount to the Company's price at the close of trade on 22 June 2015 (being the last day of trading prior to the announcement of the SPP).	
5.	<b>How much can I invest?</b>	<p>An Eligible Shareholder may apply to purchase a parcel of New Shares with a value of either A\$1000, A\$2500, A\$5000, A\$7500, A\$10000 or A\$15000.</p> <p>No shareholder may acquire more than A\$15000 worth of New Shares under the SPP, irrespective of the number of Shares they currently hold. This limitation applies even if you receive more than one Application Form, or if you hold Shares in more than one capacity.</p>	

## SPP Terms and Conditions

6.	<b>How do I apply?</b>	<p>The Application Form allows you to apply for New Shares offered under this Share Purchase Plan.</p> <p>You can apply through one of the following methods:</p> <p><u>Option 1</u></p> <p>Complete the enclosed Application Form as instructed and return it to the address indicated on the form, together with your payment.</p> <p><u>Option 2</u></p> <p>Make a payment by BPAY®. To do this, you must use the unique identifier shown on the Application Form as the customer reference number when making payment. If you make your payment with BPAY® you do not need to return your Application Form.</p> <p>You will not be able to withdraw or revoke your application or BPAY® payment once you have submitted it or made it or change the amount of New Shares you have applied for.</p> <p>BPAY® payments must be made from an Australian dollar account of an Australian financial institution.</p> <p><b>You must ensure that your application and payment is received by 5.00pm (AEST) on 10 July 2015.</b></p>
7.	<b>What is the Scale-back?</b>	<p>If subscriptions received by Marmota exceed the Maximum Amount, or such other amount determined by the Directors, Marmota may elect to Scale-back the maximum number of New Shares issued to each shareholder at its absolute discretion. Marmota may give consideration, amongst other things, to the size of the applicant's current shareholding when determining the amount of any potential Scale-back and therefore the extent of the Scale-back may differ between applications.</p> <p>Please refer to clause 4 in the "Other Terms and Conditions" section of this Booklet for further information in relation to Scale-back.</p>
8.	<b>What rights will the New Shares have?</b>	<p>New Shares will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, dividend / distribution rights and other entitlements from issue.</p>
9.	<b>Will the New Shares be quoted?</b>	<p>Yes. Marmota will apply for the New Shares under the SPP to be quoted.</p>
10.	<b>Is the Share Purchase Plan underwritten?</b>	<p>No.</p>
11.	<b>Can I transfer my rights under the Share Purchase Plan?</b>	<p>As the SPP is non-renounceable, your rights under the SPP are personal and cannot be transferred to another person.</p>
12.	<b>Will there be brokerage and other transaction costs?</b>	<p>No brokerage or other transaction costs will apply to the application for, and issue of, New Shares under the SPP.</p>

# SPP Terms and Conditions

## Other Terms and Conditions

### IMPORTANT NOTICE

If you apply to participate in the SPP, you should be aware, and accept the risk, that the market price of Shares may change between the date of the SPP offer and the date when New Shares are issued to you under the SPP. As such, it is possible that, up to or after the date you receive New Shares under the SPP, you may be able to buy Shares on the ASX at a lower price than under the SPP. We encourage you to seek your own professional advice regarding your participation in the SPP.

### 1. Acknowledgements

1.1 If you submit a BPAY® payment or complete and return an Application Form:

- (a) you acknowledge that you have read and irrevocably and unconditionally agree to the terms and conditions in this Booklet in full and you agree not to do any act or thing which would be contrary to the intention or purpose of the SPP;
- (b) you acknowledge that you are an Eligible Shareholder and that you are lawfully permitted to accept the offer under the SPP, and participate in the SPP;
- (c) you acknowledge and agree that you do not reside outside Australia and New Zealand and that you are not in the United States, a U.S. Person, or a person acting on the account of a U.S. Person;
- (d) if you are a trustee or nominee and are the registered holder of Shares (and this is expressly noted on the share register of Marmota) and hold Shares on account of another person (“**Beneficiary**”), you acknowledge that the Beneficiary will be taken to be the registered holder of those Shares and any application, certification or issue of New Shares to you (as trustee or nominee) will be taken to be an application, certification by, or an issue to, the Beneficiary;
- (e) if you are acting as a trustee or nominee, each beneficial holder on whose behalf you are participating is resident in Australia or New Zealand and is not in the United States, a U. S. Person, or a person acting on the account of a U.S. Person, and you have not sent any materials relating to the SPP to any such person;
- (f) you certify that the total of the application price for the following does not exceed A\$15,000:
  - (i) the New Shares the subject of your application;
  - (ii) any other New Shares or Shares issued under any similar arrangement to the SPP in the 12 months before the date of your application;
  - (iii) any other New Shares which you have instructed a custodian to acquire on your behalf under the SPP; and
  - (iv) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application under the SPP as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in such Shares,

even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP;

## SPP Terms and Conditions

- (g) you acknowledge your application is irrevocable and unconditional;
- (h) you acknowledge that your application is only effective when received by Marmota or Computershare Investor Services Ltd ("**Registry**") and not when posted;
- (i) you declare that all details and statements in your Application Form are true and complete and not misleading;
- (j) you authorise Marmota to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor details;
- (k) you acknowledge that Marmota may at any time determine that your Application Form is valid, in accordance with this Booklet, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (l) you acknowledge that no interest will be paid on any application monies held pending the issuance of the New Shares or subsequently returned to you for any reason;
- (m) you acknowledge that Marmota at its absolute discretion may either accept or reject your application for New Shares;
- (n) you accept that Marmota at its absolute discretion can make reductions in issuance of New Shares under a Scale-back;
- (o) you acknowledge that Marmota is not liable for any exercise of its discretions referred to in this Booklet;
- (p) you accept the risk associated with any refund that may be dispatched to you by cheque to your address or by direct credit to your nominated bank account as shown on Marmota's register;
- (q) you are responsible for any dishonour fees or other costs Marmota may incur in presenting a cheque for payment which is dishonoured;
- (r) you acknowledge that the New Shares have not been, and will not be, registered under the Securities Act or the securities law of any state or other jurisdiction of the United States or outside Australia or New Zealand and accordingly, the New Shares may not be offered, sold or otherwise transferred, directly or indirectly, in the United States except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable US state securities laws;
- (s) you agree not to send any materials relating to the SPP to any person in the United States, a U.S. Person, or a person acting on the account of a U.S. Person;
- (t) you have not purchased the New Shares as a result of any "directed selling efforts" (within the meaning of Rule 902(c) of Regulation S under the U.S. Securities Act);
- (u) you agree to be bound by the constitution of Marmota;
- (v) you acknowledge that neither Marmota nor the Registry has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy New Shares, and that this Booklet has been prepared without taking into account the objects, financial situation, tax position or needs of individuals; and

# SPP Terms and Conditions

- (w) you are aware, and accept the risk, that the market price of Shares may change between the date of the SPP offer and the date when New Shares are issued to you under the SPP, and that the SPP Price may exceed the market price of Shares on the Issue Date.

## 2. Joint holders / multiple holdings

- 2.1 If you are a joint holder of Shares, you are taken to be a single registered holder of Shares for the purposes of determining whether you are an Eligible Shareholder and joint holders are entitled to participate in the SPP in respect of that single holding only. If as a joint holder, you receive more than one offer under the SPP due to multiple registered holdings, you may still only apply for New Shares up to a maximum aggregate value of A\$15,000.

## 3. Custodians

- 3.1 Eligible Shareholders who hold Shares as a "custodian" (as defined in ASIC Class Order 09/425) ("**Custodian**") may participate in the SPP on behalf of one or more persons whom the Custodian holds Shares on behalf of ("**Custodian Beneficiaries**"). If a Custodian applies for New Shares on behalf of a Custodian Beneficiary, Marmota may not issue New Shares to the Custodian under the SPP unless the Custodian certifies the following in writing to Marmota:

- (a) either or both of the following:
  - (i) that the Custodian holds the Shares on behalf of one or more persons that are not custodians ("**Participating Beneficiaries**"); or
  - (ii) that another custodian ("**Downstream Custodian**") holds beneficial interests in Shares on behalf of a Participating Beneficiary, and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian,  
  
on the Record Date and that each Participating Beneficiary has subsequently instructed the following persons:
    - (iii) where sub-paragraph (a)(i) applies – the Custodian; and
    - (iv) where sub-paragraph (a)(ii) applies – the Downstream Custodian,to apply for New Shares under the SPP on their behalf;
- (b) the number of Participating Beneficiaries;
- (c) the name and address of each Participating Beneficiary, and that each Participating Beneficiary's address is located in Australia or New Zealand;
- (d) that each Custodian Beneficiary is not in the United States, or is not a U.S. Person, or a person acting for the account of a U.S. Person and that the Custodian has not sent any materials relating to the SPP to any person in the United States;
- (e) in respect of each Participating Beneficiary:
  - (i) where sub-paragraph (a)(i) applies – the number of Shares that the custodian holds on their behalf; and
  - (ii) where sub-paragraph (a)(ii) applies – the number of Shares to which the beneficial interests relate;
- (f) in respect of each Participating Beneficiary:
  - (i) where sub-paragraph (a)(i) applies – the number or the dollar amount of New Shares they instructed the custodian to apply for on their behalf; and

## SPP Terms and Conditions

- (ii) where sub-paragraph (a)(ii) applies – the number or the dollar amount of New Shares they instructed the Downstream Custodian to apply for on their behalf;
- (g) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds A\$15,000:
  - (i) the New Shares applied for by the Custodian under the SPP in accordance with the instructions referred to in sub-paragraph (f); and
  - (ii) any other Shares issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP;
- (h) that a copy of this Booklet was given to each Participating Beneficiary; and
- (i) where sub-paragraph (a)(ii) applies – the name and address of each Custodian who holds beneficial interests in the Shares held by the Custodian in relation to each Participating Beneficiary,

### (“Custodian Certificate”).

- 3.2 Custodians must request a Custodian Certificate when making an application on behalf of Custodian Beneficiaries. To request a Custodian Certificate or for further information about the custodian application process, a Custodian should contact the Registry on 1300 556 161 (callers within Australia) or +61 3 9415 4000 (callers outside of Australia).
- 3.3 Applications received from Custodians must be accompanied by a duly completed and signed Custodian Certificate.
- 3.4 If you hold Shares as a trustee or nominee for another person, but are not a Custodian, you cannot participate for beneficiaries in the manner described above.

## 4. Raising Amount and Scale-back

- 4.1 The SPP is intended to raise a Maximum Amount of A\$200,000. The Company, however, reserves absolute discretion regarding the final amount raised under the SPP.
- 4.2 If a Scale-back occurs, you may receive less than the parcel of New Shares for which you have applied. If a Scale-back produces a fractional number of Shares when applied to your issue of New Shares, the number of New Shares you will be allocated will be rounded down to the nearest whole number of New Shares.
- 4.3 If subscriptions received by Marmota under the SPP exceed the Maximum Amount, or such other amount determined by the Directors, Marmota may elect to Scale-back the maximum number of New Shares issued to each shareholder to the extent and in the manner that it sees fits in its absolute discretion (“**Scale-back**”). Marmota may give consideration to, amongst other things, the size of the applicant’s current shareholding when determining the amount of any potential Scale-back and therefore the extent of the Scale-back may differ between applications.
- 4.4 If there is a Scale-back, your application monies may be greater than the value of the New Shares you will be issued. In such event, the excess application monies will be refunded to you without interest, by direct credit (to your nominated account as recorded on Marmota's Share register) or cheque (to your address as shown on Marmota’s share register) as soon as practicable.

## 5. Rounding

- 5.1 If you apply for New Shares under the Share Purchase Plan, you agree that you are applying for a certain value at the SPP Price, rather than a certain number of New Shares.

## SPP Terms and Conditions

- 5.2 Fractional New Shares will not be issued and any fraction of a New Share will be rounded up to the nearest whole number of New Shares.

### 6. Class order compliance

A registered holder of Shares will be ineligible to participate in the SPP if their participation would be in breach of ASIC Class Order 09/425.

### 7. Dispute resolution, waiver, withdrawal, suspension, and termination

Marmota may settle, in any manner it deems, any difficulties, anomalies, or disputes which may arise in connection with the operation of the SPP and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates. Marmota reserves the rights to waive strict compliance with any provisions of this Booklet, to amend or vary the terms and conditions set out in this Booklet and to suspend or terminate the SPP at any time. Any such amendment, variation, suspension or termination will be binding on all Eligible Shareholders even where Marmota does not notify you of that event. In the event that the SPP is terminated prior to the issue of New Shares, all application monies will be refunded to you, without interest, by direct credit (to your nominated account as recorded on Marmota's Share register) or cheque (to your address as shown on Marmota's Share register) as soon as practicable.

### 8. Application Form

The Application Form forms part of the Booklet for the purposes of this SPP offer.

### 9. Governing Law

This Booklet and offer under the SPP is governed by the laws in force in South Australia, Australia.

**Before you apply for New Shares under the Share Purchase Plan, you should consider obtaining professional financial and/or taxation advice to assist you in determining whether or not, and the extent to which, you wish to participate in the Share Purchase Plan (taking into account your own financial situation, needs and objectives). Marmota and its officers make no recommendation about whether or not you should apply for New Shares under the Share Purchase Plan, and nothing in this Booklet (including the Application Form) or any other accompanying documentation constitutes investment or financial product advice or is intended to influence your decision whether or not to participate in the Share Purchase Plan.**

## For all enquiries:

### Phone:



(within Australia) 1300 556 161  
(outside Australia) 61 3 9415 4000

### Web:



[www.investorcentre.com/contact](http://www.investorcentre.com/contact)

## Make your payment:



See overleaf for details of the Offer and how to make your payment

## Share Purchase Plan Application Form

 **Your payment must be received by 5:00pm (AEST) Friday 10 July 2015**

This is an important document that requires your immediate attention.

It can only be used in relation to the shareholding represented by the details printed overleaf. If you are in doubt about how to deal with this form, please contact your financial or other professional adviser.

By making payment you agree to be bound by the Constitution of Marmota Energy Limited and that the submission of this payment constitutes an irrevocable offer by you to subscribe for Marmota Energy Limited shares on the terms of the Share Purchase Plan (SPP).

In addition, by making payment you certify that the aggregate of the application price paid by you for:

- the New Shares the subject of the payment slip overleaf; and
- any other shares and interests in the class applied for by you under the SPP or any similar arrangement in the 12 months prior to the date of submission of the payment, does not exceed \$15,000.

Marmota Energy Limited may make determinations in any manner it thinks fit, in relation to any difficulties which may arise in connection with the SPP whether generally or in relation to any participant or application.

Any determinations by Marmota Energy Limited will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates. Marmota Energy Limited reserves the right to waive strict compliance with any provision of the terms and conditions of the SPP, to amend or vary those terms and conditions or to suspend or terminate the SPP at any time. Any such amendment, suspension or termination will be binding on all Eligible Shareholders even where Marmota Energy Limited does not notify you of that event.

### Step 1: Registration Name & Offer Details

Details of the shareholding and the Offer are shown overleaf.

Please check the details provided and update your address via [www.investorcentre.com](http://www.investorcentre.com) if any of the details are incorrect.

If you have a CHESS sponsored holding, please contact your Controlling Participant to notify a change of address.

### Step 2: Make Your Payment

Your payment must correspond to one of the options detailed overleaf. You may choose one option only. Note that the amount chosen may be subject to scale back in accordance with the terms of the SPP.

Choose one of the payment methods shown below.

**BPAY®:** See overleaf. Do not return the payment slip with BPAY payment.

**By Mail:** Complete the reverse side of this payment slip and detach and return with your payment. Make your cheque, bank draft or money order payable in Australian dollars to "**Marmota Energy Limited**" and cross "**Not Negotiable**". The cheque must be drawn from an Australian bank. Cash is not accepted.

Payment will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques received may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s) to the payment slip. Receipts will not be forwarded. Funds cannot be debited directly from your account.

Entering your contact details is not compulsory, but will assist us if we need to contact you.

Marmota Energy Limited Share Purchase Plan Application Form  
Payment must be received by 5:00pm (AEST) Friday 10 July 2015

© Registered to BPAY Pty Limited ABN 69 079 137 518

**Turn over for details of the Offer →**

# Share Purchase Plan Application Form

**STEP 1**

## Registration Name & Offer Details

 For your security keep your SRN/  
HIN confidential.

Registration Name:

Entitlement No:

Offer Details:

Record date:

**22 June 2015**

Minimum value  
available to purchase:

**\$1,000**

Maximum value  
available to purchase:

**\$15,000**

**STEP 2**

## Make Your Payment



Bill Code: 27193  
Ref No:

### Pay by Mail:



Make your cheque, bank draft or money order payable to "**Marmota Energy Limited**" and cross "**Not Negotiable**".

Return your cheque with the below payment slip to:

**Computershare Investor Services Pty Limited**

**GPO BOX 2987 Adelaide South Australia 5001 Australia**

Contact your financial institution to make your payment from your cheque or savings account.

### Lodgement of Acceptance

If you are applying for New Shares and your payment is being made by BPAY, you do not need to return the payment slip below. Your payment must be received by no later than 5:00pm (AEST) Friday 10 July 2015. Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment, and should therefore take this into consideration when making payment. Neither Computershare Investor Services Pty Limited (CIS) nor Marmota Energy Limited accepts any responsibility for loss incurred through incorrectly completed BPAY payments. It is the responsibility of the applicant to ensure that funds submitted through BPAY are received by this time.

If you are paying by cheque, bank draft or money order the payment slip below must be received by CIS by no later than 5:00pm (AEST) Friday 10 July 2015. You should allow sufficient time for this to occur. A reply paid envelope is enclosed for shareholders in Australia. Other Eligible Shareholders will need to affix the appropriate postage. Return the payment slip below with cheque attached. Neither CIS nor Marmota Energy Limited accepts any responsibility if you lodge the payment slip below at any other address or by any other means.

### Privacy Notice

The personal information you provide on this form is collected by Computershare Investor Services Pty Limited (CIS), as registrar for the securities issuers (the issuer), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, the issuer may authorise us on their behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting CIS using the details provided above or emailing [privacy@computershare.com.au](mailto:privacy@computershare.com.au). We may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. We may disclose your personal information to our related bodies corporate and to other individuals or companies who assist us in supplying our services or who perform functions on our behalf, to the issuer for whom we maintain securities registers or to third parties upon direction by the issuer where related to the issuer's administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on our privacy complaints handling procedure, please contact our Privacy Officer at [privacy@computershare.com.au](mailto:privacy@computershare.com.au) or see our Privacy Policy at <http://www.computershare.com/au>.

Detach here

## Purchase Details for Marmota Energy Limited (choose one option)

\$1,000      OR     \$2,500      OR     \$5,000  
 \$7,500      OR     \$10,000      OR     \$15,000

Entitlement No:

**Payment must be received by 5:00pm (AEST) Friday 10 July 2015**

## Contact Details

Contact  
Name \_\_\_\_\_

Daytime  
Telephone \_\_\_\_\_

## Cheque Details

Drawer	Cheque Number	BSB Number	Account Number	Amount of Cheque
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>A\$</b>