

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme

JUPITER MINES LTD

ACN/ARSN

105 991 740

1. Details of substantial holder(1)

Name

FALLINGHURST CONSOLIDATED (LUX) S.A.R.L.

ACN/ARSN (if applicable)

N/A

The holder ceased to be a substantial holder on

4/10/2018

The previous notice was given to the company on

1/1

The previous notice was dated

1/1

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
4/10/2018	FALLINGHURST CONSOLIDATED (LUX) S.A.R.L.	INTRA-GROUP TRANSFER OF SHARES TO FALLINGHURST CONSOLIDATED (CAYMAN) LTD	INTRA-CORPORATE RE-ORGANISATION	145,445 ORDINARY SHARES	YES, 7.44%

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:

N/A

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

4. Addresses

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

Name	Address
FALLINGHURST CONSOLIDATED (LUX) S.A.R.L.	6, RUE MICHELLE RUPPERT, L-2453 LUXEMBOURG

Signature

Universal Management Services S.à r.l.

print name

Ed BREEDVELD; EMIEL KRUIJENGA capacity

Director

sign here

date

04/10/2018

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, 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 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.

GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 605.

Signature This form must be signed by either a director or a secretary of the substantial holder.

Lodging period Nil

Lodging Fee Nil

Other forms to be completed Nil

Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
- (i) within 2 business days after they become aware of the information; or
 - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
 - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
 - (B) the person becomes aware of the information during the bid period.

Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and ACN or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:
This is annexure (mark) of (number) pages referred to in form (form number and title)
- 7 sign and date the annexure
The annexure must be signed by the same person(s) who signed the form.

BETWEEN

PALLINGHURST CONSOLIDATED (Lux) S.à r.l.

as Seller

AND

PALLINGHURST CONSOLIDATED (Cayman) LIMITED

as Purchaser

SHARE PURCHASE AGREEMENT

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THIS SHARE PURCHASE AGREEMENT (as amended, restated, supplemented or modified from time to time, the **Agreement**) is made as of October 04, 2018.

BETWEEN

- 1) **PALLINGHURST CONSOLIDATED (Lux) S.à r.l.**, a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Register of Commerce and Companies of Luxembourg under number B 129.141 (the **Seller**); and
- 2) **PALLINGHURST CONSOLIDATED (Cayman) LIMITED**, a Cayman limited liability company, having its registered office at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005, Cayman Islands and registered with the register of the Cayman Islands under number WK-181386 (the **Purchaser**).

(The parties referred to above are collectively referred to as the **Parties** and individually as a **Party**.)

WHEREAS:

- (A) The Seller currently holds one hundred and forty-five million eight hundred and forty-five thousand three hundred and seventy-two (145,845,372) ordinary shares in registered form, with a nominal value of thirty-four cents of Australian Dollars (AUD 0.34) of Jupiter Mines Limited, a limited liability company incorporated under the laws of Australia, having its registered office at level 10/16 St. Georges Terrace, Perth, WA 6000 (the **Company**).
- (B) The Seller desires to sell one hundred and forty-five million eight hundred and forty-five thousand three hundred and seventy-two (145,845,372) ordinary shares (the **Shares**) to the Purchaser and the Purchaser desires to purchase from the Seller, the Shares on the terms and conditions hereinafter set forth.

IT IS AGREED AS FOLLOWS:

1. SALE AND PURCHASE OF THE SHARES

- 1.1 Subject to the terms and conditions set forth in this Agreement, the Seller transfers to the Purchaser full ownership of the Shares, including all rights and obligations, benefits and interests whatsoever attached thereto and the Purchaser accepts the transfer of the Shares in full, including all rights (including dividend rights and interests) attached thereto and covenant to assume without any restrictions all rights and obligations arising from this Agreement, from the articles of association of the Company (the **Articles**).

2. PRICE

As consideration for the Shares, the purchase price in an amount of USD 35,594,034.19 shall remain indebted and as a consequence the Seller will hold a receivable in the same amount against the Purchaser.

3. TRANSFER OF THE SHARES

- 3.1 The transfer of the ownership of the Shares shall be effective at the completion of the cross-border merger between the Issuer and PALLINGHURST CONSOLIDATED (Dutch) B.V., a

private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its registered office at Prins Bernhardplein 200, 1097JB Amsterdam, the Netherlands and is registered with the trade register under number 34278216 (the **Merger**) and shall be effective as the same date as the effective date of the Merger (the **Transfer Date**).

3.2 On the Transfer Date:

- (a) the Seller must give the Purchaser a completed share transfer form for the Shares executed by or on behalf of the Seller; and
- (b) the Purchaser must give the Seller a completed share transfer form for the Shares executed by or on behalf of the Purchaser.

3.3 This Agreement transfers the rights to the Shares and all rights and obligations attached thereto, including the right to dividends or other distributions pertaining to the Shares as from the Transfer Date.

3.5 Immediately following the Transfer Date the Purchaser and Seller must procure that the relevant Australian Securities Exchange forms are lodged to reflect the actions taken under this Agreement.

4. REPRESENTATION AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser that:

- (a) The Seller is the legal and beneficial owner of the Shares and owns the Shares free and clear of any lien, charge, guarantee, pledge, option or any other encumbrance or restriction or third party rights of any nature whatsoever;
- (b) The Seller has all authority to enter into this Agreement and to transfer full legal ownership of the Shares to the Purchaser in accordance with this Agreement;
- (c) The execution and delivery of this Agreement by the Seller constitute a legally binding obligation to the Seller in accordance with its terms;
- (d) The Shares are fully paid up.

5. REPRESENTATION AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants to the Seller that it has all authority to enter into this Agreement and to acquire full legal ownership of the Shares from the Seller in accordance with this Agreement.

6. ACKNOWLEDGMENT

The Purchaser acknowledges that it has full and complete knowledge of the Articles and of the financial situation of the Company as of the date of execution of this Agreement.

7. NOTICES

- 7.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid.
- 7.2 Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted if so delivered or transmitted prior to 6:00 p.m. local time at the place of the receipt, or, if mailed, on the fifth day following the date of mailing.
- 7.3 Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this clause.

8. COSTS

Each of the parties to the present Agreement shall bear its own costs, charges and other expenses of whatever nature whether relating to the negotiation or the preparation or the performance of this Agreement.

9. FURTHER ASSURANCES

The Seller and the Purchaser agree to take all such actions and to execute all such documents as may be necessary or desirable to effect the transactions contemplated hereby and to otherwise comply with the terms of this Agreement.

10. COUNTERPARTS

This Agreement may be authenticated in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may authenticate this Agreement by signing any such counterpart. This Agreement may be authenticated by manual signature, facsimile or electronic means, all of which shall be equally valid.

11. SEVERABILITY

If any clause of this Agreement is or becomes void, unenforceable or prohibited in any jurisdiction, this shall not affect the validity and enforceability of the other terms of this Agreement or the validity and enforceability of such clause in any other jurisdiction. In any such event, the parties to this Agreement will substitute a valid and enforceable clause in the place of the invalid, unenforceable or prohibited clause in the spirit and to the effect of the latter.

12. NON WAIVER

The waiver, express or implied, by any of the Parties of any right under this Agreement or of any failure to perform or breach thereof by the other Party shall neither constitute nor be deemed to constitute a waiver of any other right thereunder or of any claims or remedies available under applicable law in respect of any other failure to perform or breach hereof by such other Party, whether of a similar or dissimilar nature thereto.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement is governed by, and shall be construed in accordance with, the laws of the Grand Duchy of Luxembourg.
- 13.2 Any dispute arising in connection with this Agreement shall be submitted to the competent courts of the District of Luxembourg.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two original copies on the day and year first above written with a third original copy being delivered to the Company.

Seller



PALLINGHURST CONSOLIDATED (Lux) S.à r.l.

Represented by: UNIVERSAL MANAGEMENT SERVICES S.à r.l.

Title: Sole Manager

Represented by: Ed Breedveld, Emiel Kruizinga

Title: Proxyholder Class A, Proxyholder Class B

Purchaser

PALLINGHURST CONSOLIDATED (Cayman) LIMITED

By:

Title:

IN WITNESS WHEREOF the parties have executed this Agreement, in two originals, as of the day and year first above written.

PALLINGHURST CONSOLIDATED (Lux) S.à r.l.

By: UNIVERSAL MANAGEMENT SERVICES S.à r.l.

Title: Sole Manager

Represented by:

Title:


PALLINGHURST CONSOLIDATED (Cayman) LIMITED

By: *C. HALL*
Title: *DIRECTOR*