

**FAX COVER SHEET**

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<b>TO</b>	Market Announcements Office
<b>COMPANY</b>	ASX
<b>FAX NUMBER</b>	61293470005
<b>FROM</b>	Twinkle Capital
<b>DATE</b>	2017-04-02 22:12:37 GMT
<b>RE</b>	7 Pages (including this one)

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**COVER MESSAGE**

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Please phone 03 9820 0200 if there is any error in transmission.

**Form 605**  
Corporations Act 2001  
Section 671E

**Notice of ceasing to be a substantial holder**

To Company Name/Scheme Metgasco Ltd

ACN/ARSN 088 196 383

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

Name Twinkle Capital Pty Ltd

ACN/ARSN (if applicable) 604 735 748

The holder ceased to be a

substantial holder on 29/3/2017

The previous notice was given to the company on 18/11/2016

The previous notice was dated 18/11/2016

**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
None	None	None	None	None	None

**3. Changes in association**

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Twinkle Capital Pty Ltd (ACN 604 735 748)	On 29 March 2017, M&A Advisory Pty Ltd entered into a loan agreement with Twinkle Capital Pty Ltd in the form set out in Annexure A ( <i>Loan Agreement</i> ).  The associate relationships that arose previously by virtue of section 12(2)(b) and 12(2)(c) of the Corporations Act between M&A Advisory Pty and Lawndale Group Pty Ltd and Twinkle Capital Pty Ltd have ceased. The relationship between M&A Advisory Pty Ltd and Twinkle Capital Pty Ltd is limited to the terms of the Loan Agreement.

**4. Addresses**

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

Name	Address
Twinkle Capital Pty Ltd	c/- Bell Partners Melbourne, Level 26, 101 Collins Street, Melbourne VIC 3000
M&A Advisory Pty Ltd	Suite 407, 12 Century Circuit, Baulkham Hills NSW 2153
Lawndale Group Pty Ltd	Suite 407, 12 Century Circuit, Baulkham Hills NSW 2153

**Signature**

print name	Matthew Spring	capacity	Power of Attorney
sign here		date	29/3/2017

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (5) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

This is Annexure "A" of 8 pages referred to in the FORM 606 signed by me and dated 29/3/2017

606

29/3/2017  
Date

This Agreement is made on 29/3/2017

#### Parties

- 1 **M&A Advisory Pty Ltd** (ACN 605 252 506) registered in New South Wales of Suite 407, 12 Century Circuit, Baulkham Hills NSW 2153 (the **Borrower**).
- 2 **Twinkle Capital Pty Ltd** (ACN 604 735 745) registered in Victoria of c/- Bell Partners Melbourne, Level 26, 101 Collins Street, Melbourne VIC 3000 (the **Lender**).

#### Recitals

The Borrower has requested the Lender to provide the Borrower with a loan.

It is agreed as follows.

#### 1 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (b) A reference to a party to this Agreement or another agreement or document includes the party's successors and permitted substitutes or assigns.

#### 2 Loan Facility

##### 2.1 Loan facility

The Borrower acknowledges that the Lender has lent it the sum of \$1,806,440.

##### 2.2 Unsecured loan

The loan facility is unsecured.

##### 2.3 Cancellation

The Lender or the Borrower may cancel the loan facility at any time.

#### 3 Repayments

##### 3.1 Repayment

The Borrower shall pay to the Lender the outstanding principal of the loan facility, and any unpaid interest, no later than 30 days after receipt by the Borrower of a written demand for repayment from the Lender, in one sum.

#### 4 Interest

- (a) The loan will bear interest at the rate (which may be nil), and payable at the times, from time to time as agreed by the Lender and the Borrower. In the absence of any such stipulation, the rate of interest shall be nil.
- (b) The Lender and the Borrower may agree different rates of interest for different portions of the loan and at different times.

This is Annexure "A" of 3 pages referred to in the FORM 805 signed by me and dated 29/3/2017

29/3/2017  
Date

- (c) If any interest or other amount payable to the Lender is not paid when due, then that amount will bear interest at the rate then applicable to the loan. Interest payable on overdue amounts shall be payable on demand.

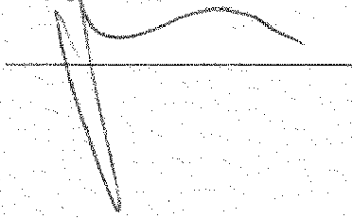
## 5 Notices

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 a person duly authorised by the sender (or, in the case of email, set out the full name and position or title of the sender or person duly authorised by 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 Borrower: Address: Suite 407, 12 Century Circuit,  
Baulkham Hills NSW 2153  
Attention: Managing Director
- (ii) to Lender: Address: c/- Bell Partners Melbourne,  
Level 26, 101 Collins Street, Melbourne  
VIC 3000  
Attention: Managing Director
- (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, post or fax, 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,

This is Annexure "A" of 3 pages referred to in the FORM 605 signed by me and dated 29/3/2017

29/3/2017  
Date



in the place specified by the intended recipient as its postal address under clause 5(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.

**6 Governing Law and Jurisdiction**

This Agreement is governed by the laws of New South Wales and of the Commonwealth of Australia applying there. To the extent permitted by law, so are all related matters, including any non-contractual matters. The Borrower irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

**7 Counterparts**

This Agreement may be executed in any number of counterparts, each executed by one or more parties. A party may do this by executing a signature page and electronically transmitting a copy to one or more others or their representative.

Executed in Sydney

Executed by M&A Advisory Pty Ltd

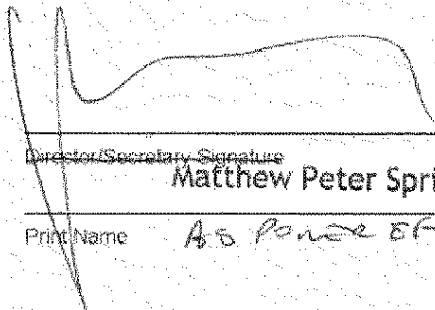


Sole Director and Sole Secretary Signature

Andrew Purcell

Print Name

Executed by Twinkle Capital Pty Ltd



Director/Secretary Signature

Matthew Peter Spring

Print Name

As Power of Attorney