



14 January 2009

Manager of Company Announcements
Australian Securities Exchange
Level 6, 20 Bridge Street
SYDNEY NSW 2000

By E-Lodgement

Non-renounceable Rights Issue and Board Changes

Empire Beer Group (ASX: EEE) (Empire or the Company) is proposing to raise approximately \$1.9 million through a non-renounceable rights issue at a price of 4.5 cents per share (**Right Issue**). The funds raised will be used to continue to pursue business opportunities for the Company.

A copy of the Offer Document relating to the Rights Issue is attached to this announcement and is expected to be dispatched on 27 January 2009. Under the Rights Issue each shareholder eligible to participate will be entitled to subscribe for one (1) new ordinary share in Empire for every one (1) existing ordinary share registered in their name at 5.00pm (WDST) on 22 January 2009, being the record date.

The Rights Issue will be fully underwritten by Max Capital Pty Ltd. The Rights Issue will be open from 27 January 2009 through to 11 February 2009.

Following the completion of the Rights Issue, it is proposed that the Board of the Company will undergo a restructure with the resignation of non-executive chairman, Mr Mel Ashton and non-executive director Ms Kate Lamont and appointment of three new directors to the Board. This proposed restructure reflects the recent change in direction of the Company's operations following the divestment of its two leasehold businesses the Royal in East Perth and Colonial Brewing Co in Margaret River.

The Company is pleased to advise that Mr Chris Morris will be appointed as non-executive Chairman on completion of the Rights Issue. Mr Morris was the founder of Computershare Limited (**Computershare**) and chief executive officer from 1990 to 2006. Chris' extensive knowledge of the securities industry and its user requirements from both a national and international perspective coupled with his passion and long term strategic vision were instrumental in developing Computershare into a global company that is unique in its provision of a full range of solutions to meet the needs of listed companies and their stakeholders. Chris is the current Executive Chairman of Computershare.



The Company will also appoint Mr Greg Bandy and Mr Tony King as directors following the completion of the Rights Issue.

Mr Bandy is a senior advisor at Montagu Stockbrokers. He has nearly ten years experience with capital markets and brings with him an intimate knowledge of equities and corporate transactions as well as an array of opportunities to Empire.

Mr King is a Chartered Accountant with over twelve years experience in finance, accounting and corporate matters. Tony is the managing director of Max Capital Pty Ltd and a director of Grange Consulting Group Pty Ltd.

Messrs Morris, Bandy and King are each currently shareholders of the Company and intend to sub-underwrite a portion of the Rights Issue. Mr Ian Macliver will continue as a director of the Company and will also sub-underwrite a portion of the Rights Issue. Full details of these sub-underwriting arrangements will be set out in the Offer Document.

The Company also intends to seek shareholder approval for the issue of a directors' options package at a meeting to be convened before the end of February. Further information will be provided in a Notice of Meeting to be sent to shareholders.

Yours faithfully

A handwritten signature in black ink, appearing to read "Phil Warren".

Phil Warren
Company Secretary

Empire Beer Group Limited

ABN 45 119 327 169

Offer Document

For

A non-renounceable pro-rata offer of New Shares at an issue price of \$0.045 each on the basis of 1 New Share for every 1 Share held on the Record Date to raise up to \$1,911,035.88.

**Underwriter
Max Capital Pty Ltd
AFSL: 264772**

Important Notice

This document is not a prospectus. It does not contain all of the information that an investor would find in a prospectus or which may be required in order to make an informed investment decision regarding, or about the rights attaching to, the New Shares offered by this document.

This document is important and requires your immediate attention. It should be read in its entirety. If you do not understand its content or are in doubt as to the course you should follow, you should consult your stockbroker or professional adviser without delay.

This Offer opens on 27 January 2009 and closes at 5:00pm WDT on 11 February 2009.

Valid acceptances must be received before that time.

Please read the instructions in this document and on the accompanying Entitlement and Acceptance Form regarding the acceptance of your entitlement.

Important Information

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Offer Document. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with the Offer.

Eligibility

Applications for the New Shares by Eligible Shareholders can only be made on an original Entitlement and Acceptance Form, as sent with this Offer Document. The Entitlement and Acceptance Form sets out an Eligible Shareholder's entitlement to participate in the Offer.

Overseas shareholders

No action has been taken to permit the offer of New Shares under this Offer Document in any jurisdiction other than Australia and New Zealand. The distribution of this Offer Document in any jurisdiction other than Australia may be restricted by law and therefore persons into whose possession this document comes should seek advice on and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of applicable securities laws.

This Offer Document does not constitute an offer of New Shares in any jurisdiction where, or to any person to whom, it would be unlawful to issue this Offer Document.

Shareholders resident in New Zealand should consult their professional advisors as to whether any government or other consents are required, or other formalities need to be observed, to enable them to take up their Entitlements under the Offer.

Privacy

The Company collects information about each Applicant provided on an Entitlement and Acceptance Form for the purposes of processing the Application and, if the Application is successful, to administer the Applicant's security holding in the Company.

By submitting an Entitlement and Acceptance Form, each Applicant agrees that the Company may use the information provided by an Applicant on the Entitlement and Acceptance Form for the purposes set out in this privacy disclosure statement and may disclose it for those and third party service providers, including mailing houses and professional advisers, and to ASX and regulatory authorities.

If you do not provide the information required on the Entitlement and Acceptance Form, the Company may not be able to accept or process your Application. An Applicant has a right to gain access to the information that the Company holds about that person subject to certain exemptions under law. A fee may be charged for access. Access requests must be made in writing to the Company's registered office.

This document is not a prospectus and does not contain all of the information that an investor would find in a prospectus or which may be required to make an informed investment decision regarding, or about the rights attaching to, the New Shares offered by this Offer Document.

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1. Details of the Offer

1.1 The Offer

The Company is making a non-renounceable pro-rata offer of New Shares at an issue price of \$0.045 each on the basis of 1 New Share for every 1 Share held on the Record Date (the **Offer**). The highest, lowest and last trading price of the Shares on ASX in the preceding 12 months is as follow:

	Date	Price
Highest	26 February 2008	\$0.185
Lowest	8 December 2008	\$0.04
Last Trading Price	8 January 2009	\$0.04

The Company intends to apply the funds raised from the Offer towards pursuing business opportunities for the Company with the intention of creating value for shareholders, meeting the costs of the Offer and for working capital purposes as outlined below.

Use of Funds	Note	Total
Pre Offer cash on hand	1	\$3,048,060
Less: Net pre Offer working capital commitments	2	\$384,250
		\$2,663,810
Add: Total funds raised pursuant to the Offer		\$1,911,036
Total funds available		\$4,574,846
Costs of the Offer		\$180,000
Working capital	3	\$346,000
Investments in new business opportunities	4	\$4,048,846
Total funds applied		\$4,574,846
Notes:		
1. Cash on hand as at 16 December 2008.		
2. Net working capital commitments of the Company as at 31 December 2008.		
3. Estimated annual administration and overhead costs of the Company.		
4. Net funds that will be available for the Company to pursue new business opportunities.		

As at the Record Date, the Company has on issue 42,467,464 Shares and 10,250,000 unlisted Options (which carry no entitlement to participate in the Offer). The Company expects that up to approximately 42,467,464 New Shares will be issued under the Offer. This number may increase depending on the number of Options exercised prior to the Record Date.

Where the determination of the entitlement of any Eligible Shareholder results in a fraction of a New Share, such fraction will be rounded up to the nearest whole New Share.

1.2 Background to the Offer

The Company has recently undergone a change in direction of its operations with the divestment of its two leasehold businesses the Royal on the waterfront in East Perth and the Colonial Brewing Co in Margaret River, and all related business assets, brands, and intellectual property.

Empire is currently seeking new business opportunities for the Company with the intention of creating value for shareholders. No specific opportunities have been identified to date, the Directors however believe that by increasing the Company's net cash position by completing this Rights Issue, the Company will attract opportunities that may result in upside for Shareholders. As outlined in the risk

factors in Section 3.2 in the event that the Director identify a new business opportunity for the Company which constitutes a significant change to the nature and/or scale of its operations it will be required to re-comply with Chapters 1 and 2 of the ASX Listing Rules.

Following the completion of the Rights Issue, it is proposed that the Board of the Company will undergo a restructure with the resignation of the chairman, Mr Mel Ashton and director Ms Kate Lamont and appointment of three new directors to the Board. It is proposed that Mr Chris Morris will be appointed as non-executive chairman and Messrs Greg Bandy and Tony King as directors of the Company, subject to the completion of the Rights Issue.

Mr Morris was the founder of Computershare Limited (**Computershare**) and chief executive officer from 1990 to 2006. Chris' extensive knowledge of the securities industry and its user requirements from both a national and international perspective coupled with his passion and long term strategic vision were instrumental in developing Computershare into a global company that is unique in its provision of a full range of solutions to meet the needs of listed companies and their stakeholders. Chris is currently the executive chairman of Computershare.

Mr Bandy is a senior advisor at Montagu Stockbrokers. He has nearly ten years experience with capital markets and brings with him an intimate knowledge of equities and corporate transactions as well as an array of opportunities to Empire.

Mr King is a Chartered Accountant with over fourteen years experience in finance, accounting and corporate matters. Tony is the managing director of Max Capital Pty Ltd and a director of Grange Consulting Group Pty Ltd.

The Company will seek shareholder approval for the issue of a directors' options package at a meeting to be convened before the end of February 2009.

1.3 Effect of the Offer on the Capital Structure of the Company

On the basis of the Company's capital structure as at 14 January 2009, the capital structure of the Company following completion of the Offer will be as follows:

Shares	Number
Shares on issue at 14 January 2009	42,467,464
Shares now offered under the Offer ¹	42,467,464
Total Shares on issue at completion of the Offer¹	84,934,928

Options²	Number
Unlisted Options exercisable at 50 cents each on or before 30 November 2009	4,500,000
Unlisted Options exercisable at 10 cents each on or before 30 June 2011	5,750,000

1. This number may increase depending on the number of Options exercised prior to the Record Date.
2. Any or all of these Options may have been exercised up to the Record Date which will increase the number of Shares on issue and increase the number of New Shares to be issued under the Offer by a corresponding number.

1.4 Indicative Timetable**

Announcement of Rights Issue	14 January 2009
ASX Appendix 3B, section 708AA Cleansing Notice and Offer Document lodged with ASX	14 January 2009
Notice to Security Holders	15 January 2009
Ex Date (date from which securities commence trading without the entitlement to participate in the Offer)	16 January 2009
Record Date (date for determining entitlements of Eligible Shareholders to participate in the Offer)	22 January 2009
Offer Document Dispatched to Shareholders (expected date of dispatch of Offer Document and Entitlement and Acceptance Forms)	27 January 2008
Opening Date	27 January 2009
Closing Date (5:00pm WDT)*	11 February 2009
Securities quoted on a deferred settlement basis	12 February 2009
Notification to ASX of undersubscriptions	13 February 2009
Dispatch Holding Statements and notify ASX of dispatch	18 February 2009
Normal (T+3) trading starts	19 February 2009
* Subject to the Listing Rules, the Directors reserve the right to extend the Closing Date for the Offer at their discretion. Should this occur the extension will have a consequential effect on the anticipated date of issue for the New Shares.	
** These dates are indicative only.	

1.5 Entitlement and Acceptance

The entitlement of Eligible Shareholders to participate in the Offer will be determined on the Record Date. Your entitlement is shown on the Entitlement and Acceptance Form accompanying this Offer Document.

Acceptances must not exceed your maximum Entitlement (as shown on the Entitlement and Acceptance Form) although you may accept for a lesser number New Shares should you wish to take up only part of your Entitlement. If your acceptance exceeds your Entitlement, acceptance will be deemed to be for your maximum Entitlement and any surplus Application monies will be returned to you.

1.6 No Rights Trading

The rights to New Shares under the Offer are non-renounceable. Accordingly, there will be no trading of rights on the ASX and you may not dispose of your rights to subscribe for New Shares under the Offer to any other party. If you do not take up your entitlement to subscribe to New Shares under the Offer by the Closing Date, the Offer to you will lapse.

1.7 Underwriting Agreement

The Company and Max Capital Pty Ltd (**Max**) have entered into an Underwriting Agreement dated 13 January 2009 whereby Max has agreed to underwrite all the New Shares to be issued under the Offer. Pursuant to the Underwriting Agreement, Max will receive an underwriting fee equal to 6% of the amount raised under the Offer. In addition the Company will pay and will indemnify and keep indemnified Max against and in relation to, all reasonable costs and expenses of and incidental to the Offer.

Max is a related party of the Company by virtue of being controlled by a current Director, Mr Ian Macliver and a Proposed Director, Mr Tony King, of the Company. However, the terms and conditions of the Underwriting Agreement are on arms length commercial terms. The Company has also given warranties and covenants to Max which are customary in an agreement of this nature.

Termination

The Underwriting Agreement provides that Max may terminate the Underwriting Agreement and its obligations thereunder the Underwriting Agreement if, prior to 5pm on the Closing Date:

- (a) (Indices fall): the S&P ASX 200 Index is at any time after the date of the Underwriting Agreement 10% or more below its respective level as at the close of business on the business day prior to the date of the Underwriting Agreement;
- (b) (Offer Document): the Company does not dispatch the Offer Document to Shareholders on the Dispatch Date or the Offer Document or the Offer is withdrawn by the Company;
- (c) (No Quotation Approval): the Company fails to lodge an Appendix 3B in relation to the Underwritten Shares with ASX by the time required by the Corporations Act, the Listing Rules or any other regulation;
- (d) (Non-compliance with requirements): it transpires that the Offer Document does not contain all the information required by the Corporations Act;
- (e) (Restriction on allotment): the Company is prevented from allotting the Underwritten Shares within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;
- (f) (ASIC application): an order is made under section 1324B or any other provision of the Corporations Act in relation to the Offer Document;
- (g) (Takeovers Panel): the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under pt 6.10 of the Corporations Act, which in Max's reasonable opinion has a Material Adverse Effect;
- (h) (Hostilities): subject always to clause 10.3 of the Underwriting Agreement (clause 10.3 is set out in full below), there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of the Underwriting Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China or any member of the European Union other than hostilities involving Afghanistan, Iraq, Iran, Syria, Lebanon or Israel and Max believes (on reasonable grounds) that the outbreak or escalation is likely to result in the S&P ASX 200 Index falling by the percentage contemplated by clause (a) above;
- (i) (Authorisation): any authorisation which is material to anything referred to in the Offer Document is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to Max acting reasonably;
- (j) (Indictable offence): a director of the Company is charged with an indictable offence;
- (k) (Regulatory Approvals): prior to the Closing Date, any of the Sub-underwriters fails to obtain all required regulatory approvals (if any) to subscribe for the Shortfall Shares in accordance with the terms of any sub-underwriting agreement entered into with Max; or
- (l) (Termination Events): subject always to clause 10.3 of the Underwriting Agreement (clause 10.3 is set out in full below), any of the following events occurs:
 - (i) (Default): default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
 - (ii) (Incorrect or untrue representation): any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;

- (iii) (Contravention of constitution or Act): a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
- (iv) (Adverse change): an event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a prospective adverse change after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company;
- (v) (Public statements): without the prior approval of Max a public statement is made by the Company in relation to the Offer or the Offer Document;
- (vi) (Misleading information): any information supplied at any time by the Company or any person on its behalf to Max in respect of any aspect of the Offer or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;
- (vii) (Official Quotation qualified): the official quotation is qualified or conditional other than as contemplated under the Underwriting Agreement;
- (viii) (Change in Act or policy): there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;
- (ix) (Prescribed Occurrence): a Prescribed Occurrence occurs;
- (x) (Suspension of debt payments): the Company suspends payment of its debts generally;
- (xi) (Event of Insolvency): an Event of Insolvency occurs in respect of a Relevant Company;
- (xii) (Judgment against a Relevant Company): a judgment in an amount exceeding \$100,000.00 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;
- (xiii) (Litigation): litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against any Relevant Company;
- (xiv) (Board and senior management composition): there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Underwritten Shares without the prior written consent of Max (such consent not to be unreasonably withheld);
- (xv) (Change in shareholdings): there is a material change in the major or controlling shareholdings of a Relevant Company (other than as a result of the Issue, a matter disclosed in the Offer Document) or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;
- (xvi) (Timetable): there is a delay in any specified date in the Timetable which is greater than 5 Business Days;
- (xvii) (Force Majeure): a Force Majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 7 days occurs;
- (xviii) (Certain resolutions passed): a Relevant Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of Max;

- (xix) (Capital Structure): any Relevant Company alters its capital structure in any manner not contemplated by the Offer Document;
- (xx) (Breach of Material Contracts): any of the Contracts are terminated or substantially modified; or
- (xxi) (Market Conditions): a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

Clause 10.3 of the Underwriting Agreement provides that Max may not exercise its rights to terminate the Underwriting Agreement under paragraphs (h) and (l) above unless, in the reasonable opinion of Max reached in good faith, it has or is likely to have, or those events together have, or could reasonably be expected to have, a Material Adverse Effect or could give rise to a liability of Max under the Corporations Act.

Definitions

The definitions used in this summary of the Underwriting Agreement are the same as used in this Offer Document except as set out below:

- (a) **ASIC** means the Australian Securities and Investments Commission.
- (b) **Business Day** means a day upon which ASX is open for trading in securities and trading banks in Perth, Western Australia are open for general banking business.
- (c) **Contracts** means all material agreements of the Company as disclosed to ASX.
- (d) **Dispatch Date** means 27 January 2009 or such other date as agreed between the parties to the Underwriting Agreement.
- (e) **Event of Insolvency** means:
 - (i) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer is appointed in respect of a person or any asset of a person;
 - (ii) a liquidator or provisional liquidator is appointed in respect of a corporation;
 - (iii) any application (not being an application withdrawn or dismissed within 21 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (A) appointing a person referred to in paragraphs (i) or (ii);
 - (B) winding up a corporation; or
 - (C) proposing or implementing a scheme of arrangement;
 - (iv) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision;
 - (v) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;
 - (vi) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or

- (vii) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.
- (f) **Force Majeure** means any act of God, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the parties.
- (g) **Insolvency Provision** means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.
- (h) **Issue** means a non-renounceable rights issue of the Underwritten Shares on the basis of 1 new Share for every 1 Share held on the Record Date, as offered pursuant to this Offer Document.
- (i) **Material Adverse Effect** means:
 - (i) a material adverse effect on the outcome of the Offer or on the subsequent market for the Underwritten Shares (including, without limitation, a material adverse effect on a decision of an investor to invest in Underwritten Shares); or
 - (ii) a material adverse effect on the condition, trading or financial position and performance, profits and losses, results, prospects, business or operations of the Company and its Subsidiaries taken as a whole.
- (j) **Prescribed Occurrence** means:
 - (i) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;
 - (ii) a Relevant Company resolving to reduce its share capital in any way;
 - (iii) a Relevant Company:
 - (A) entering into a buy-back agreement; or
 - (B) resolving to approve the terms of a buy-back agreement under section 257D or 257E of the Corporations Act;
 - (iv) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares or any other securities, or agreeing to make such an issue or grant such an option (other than pursuant to the Offer);
 - (v) a Relevant Company issuing, or agreeing to issue, convertible notes;
 - (vi) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
 - (vii) a Relevant Company charging, or agreeing to charge, the whole, or a substantial part, of its business or property;
 - (viii) a Relevant Company resolving that it be wound up;
 - (ix) the appointment of a liquidator or provisional liquidator of a Relevant Company;
 - (x) the making of an order by a court for the winding up of a Relevant Company;
 - (xi) an administrator of a Relevant Company, being appointed under sections 436A, 436B or 436C of the Corporations Act;

- (xii) a Relevant Company executing a deed of company arrangement; or
 - (xiii) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Relevant Company.
- (k) **Relevant Company** means the Company and each Subsidiary.
- (l) **Subsidiary** means each company which is now, or before the issue of all the Underwritten Shares becomes, a subsidiary of the Company as that term is defined in the Corporations Act.
- (m) **Timetable** means the timetable set out in this Offer Document.
- (n) **Underwritten Shares** means 42,467,464 Shares plus any Shares to be offered under the Issue as a result of the conversion of Options prior to the Record Date.
- (o) **Verification Material** means the material maintained by the Company being the documents and information provided by the Company in verification of statements made in the Offer Document, as inspected and approved by Max immediately before the Dispatch Date.

1.8 Sub-Underwriting

The Offer is sub-underwritten to approximately 90% by a combination of Finico Pty Ltd (**Finico**) (a company controlled by a Proposed Director Mr Chris Morris), and Proposed Directors Mr Greg Bandy (**Bandy**) and Mr Tony King (**King**) and Mr Ian Macliver (**Macliver**) (a current director of the Company, (together the **Sub-underwriters** and each a **Sub-underwriter**) pursuant to separate sub-underwriting agreements between Max and each of Finico, Bandy, King and Macliver (**Sub-underwriting Agreements**) Pursuant to the Sub-underwriting Agreements, Finico, Bandy, King and Macliver will in aggregate subscribe for approximately 90% of the Shortfall in accordance with the relevant Sub-underwriting Agreement, with Finico liable to subscribe for up to 28,444,444 New Shares, Bandy liable to subscribe for up to 5,333,333 New Shares, King liable to subscribe for 2,666,667 New Shares and Macliver liable to subscribe for 1,777,778 New Shares. Finico, Bandy, King and Macliver will receive a sub-underwriting fee from Max equal to 5% of the amount which they each sub-underwrite.

The Sub-Underwriters' obligations in respect of each Sub-underwriting Agreement with Max will terminate only if Max's obligations under the Underwriting Agreement cease or are terminated. Max will have absolute discretion as to whether or not to rely upon its right to elect that its obligations shall cease or to terminate its obligations in the circumstances contemplated by the Underwriting Agreement.

At the date of this Offer Document, Finico holds 6,316,123 Shares representing approximately 14.9% interest in the Company. Further details of Finico's sub-underwriting of the Offer, including the potential effect on the voting power in and control of the Company, are contained in section 1.9 of this Offer Document.

At the date of this Offer Document, Bandy has a relevant interest in 100,000 Shares representing approximately 0.2% interest in the Company. Further details of Bandy's sub-underwriting of the Offer, including the potential effect on the voting power in and control of the Company, are contained in section 1.9 of this Offer Document.

At the date of this Offer Document, King has a relevant interest in 2,806,737 Shares representing approximately 6.5% interest in the Company. Further details of King's sub-underwriting of the Offer, including the potential effect on the voting power in and control of the Company, are contained in section 1.9 of this Offer Document.

At the date of this Offer Document, Macliver has a relevant interest in 2,776,902 Shares representing approximately 6.6% interest in the Company. Further details of Macliver's sub-underwriting of the Offer, including the potential effect on the voting power in and control of the Company, are contained in section 1.9 of this Offer Document.

Finico, Bandy, King and Macliver are all related parties of the Company by virtue of being either a company controlled by a Proposed Director, a Proposed Director or a current Director of the

Company. However, the terms and conditions of the Sub-underwriting Agreements are on arms length commercial terms.

1.9 Effect of the Offer on the control of the Company

According to Director notices lodged with ASX and the Company's share register as at 12 January 2009, the current relevant interests of the largest substantial shareholders of the Company are Finico which holds approximately 14.9%, J&J Bandy Nominees Pty Ltd <J&J Bandy Super Fund A/C> (note, Bandy does not have a relevant interest in these Shares) which holds approximately 7.6%, Mr Ian Macliver who has a relevant interest in approximately 6.5% of the Shares on issue and Golden Hotels Pty Ltd <Fensome Family A/C> which holds 5.41% of the Shares on issue.

If all Shareholders take up all of their Entitlements under the Offer, the percentage interests in the Company held by substantial Shareholders (as listed above) would not change and there would be no effect on the control of the Company. However, if some or all Shareholders do not take up some or all of their Entitlements under the Offer then there will be a Shortfall.

As mentioned in sections 1.6 and 1.8 of this Offer Document, the Offer is fully underwritten by Max and Max has entered into Sub-underwriting Agreements with the Sub-Underwriters by which each of the Sub-Underwriters have agreed to sub-underwrite a portion of the Offer and subscribe for a portion of the Shortfall under the Offer pursuant to the terms of the Sub-underwriting Agreements.

The Directors consider, having regard to all available options, that entering into the Underwriting Agreement with Max with the knowledge that Max has entered into the Sub-underwriting Agreements with each of the Sub-underwriters to sub-underwrite approximately 90% of the Offer, provides the Company with the highest degree of certainty that the Offer will be successful, in the time available and in what has been, and continues to be, a volatile and difficult share market and general financial market.

Finico, Bandy, King and Macliver have each confirmed to the Company that they and/or entities controlled by them do not intend to take up any of their Entitlements under the Offer as Eligible Shareholders at the Record Date.

Should no Shareholders take up their Entitlements, the maximum increase in Finico's relevant interest by reason of its right to subscribe for New Shares under Finico's sub-underwriting of the Offer will be an increase of 28,444,444 Shares (bringing its relevant interest to approximately 40.9%).

However, it is unlikely that no Shareholders will take up their Entitlement under this Offer. As shown in the tables below, the final relevant interest of Finico following completion of the Offer and Finico's sub-underwriting of the Offer decreases as Entitlements taken up by other Shareholders increases.

Given the potential change in each of the Sub-underwriters' percentage interest in the Company as a result of its sub-underwriting of the Offer, there is a requirement to fully disclose the effect on the control of the Company which may result from the Offer and the Sub-underwriters sub-underwriting of the Offer.

An analysis of the changes in control of the Company has been undertaken to indicate the effect on the total relevant interests in the Company of Finico, Bandy, King, Macliver and Max (a company in which Macliver and King have a relevant interest) under various scenarios. The results are detailed below.

Before Offer

The following tables show the existing capital structure of the Company at the date of this Offer Document and number of Shares and Options in which each of the Sub-Underwriters have a relevant interest as at the date of this Offer Document.

	Shares	% of Total Shares
Finico	6,316,123	14.9%
Bandy	100,000	0.2%
King and Macliver ¹	2,384,966	5.6%
King	421,771	1.0%
Macliver	391,936	0.9%
Total Shares held by the Sub-underwriters and/or entities controlled by them	9,614,796	22.6%
Other Shareholders	32,852,668	77.4%
Total	42,467,464	100%
1. King and Macliver each have a relevant interest in 2,126,901 Shares held by Max and 258,065 Shares held by Grange Consulting Group Pty Ltd		

Option Holders	Options (50 cent) ¹	Options (10 cent) ²
Finico	-	2,000,000
Bandy	-	2,000,000
King and Macliver ³	187,500	-
King	-	500,000
Macliver	62,500	-
Other Option holders	4,250,000	1,250,000
Total	4,500,000	5,750,000
1. Unlisted Options exercisable at 50 cents each on or before 30 November 2009		
2. Unlisted Options exercisable at 10 cents each on or before 30 June 2011		
3. King and Macliver have a relevant interest in 187,500 Options held by Grange Consulting Group Pty Ltd. No options are held by Max.		

Scenario 1 – No Eligible Shareholders take up any of their Entitlement and the Shortfall is taken up fully by the Sub-underwriters and Underwriter.

The table below shows the capital structure of the Company where all Eligible Shareholders (including the Sub-underwriters and/or entities controlled by them) elect not to take up their Entitlement and each of Finico, Bandy, King and Macliver take up their proportion of the Shortfall in accordance with the Sub-underwriting Agreements with the balance of the Shortfall taken up by the Underwriter.

	Shares	% of Total Shares
Finico	34,760,567	40.9%
Bandy	5,433,333	6.4%
King and Macliver ¹	6,630,208	7.8%
King	3,088,438	3.6%
Macliver	2,169,714	2.6%
Other Shareholders	32,852,668	38.7%

Total	84,934,928	100.0%
1. King and Macliver each have a relevant interest in 6,372,143 Shares held by Max and 258,065 Shares held by Grange Consulting Group Pty Ltd		

Scenario 2 –Eligible Shareholders (excluding the Sub-underwriters and/or entities controlled by them who do not take up any of their Entitlements) take up 50% of their Entitlement and each of the Sub-underwriters take up their proportion of the Shortfall in accordance with the Sub-underwriting Agreements with the balance of the Shortfall taken by the Underwriter.

The following table shows the capital structure of the Company in the event that all Eligible Shareholders take up 50% of their Entitlement (excluding the Sub-underwriters and/or entities controlled by them who do not take up any of their Entitlement) and each of Finico, Bandy, King and Macliver take up their proportion of the Shortfall in accordance with the Sub-underwriting Agreements with the balance of the Shortfall taken up by the Underwriter.

	Shares	% of Total Shares
Finico	23,758,311	28.0%
Bandy	3,370,410	4.0%
King and Macliver ¹	4,988,156	5.9%
King	2,056,976	2.4%
Macliver	1,482,073	1.7%
Other Shareholders	49,279,002	58.0%
Total	84,934,928	100%
1. King and Macliver each have a relevant interest in 4,730,091 Shares held by Max Capital Pty Ltd and 258,065 Shares held by Grange Consulting Group Pty Ltd		

Scenario 3 – Eligible Shareholders (excluding the Sub-underwriters and/or entities controlled by them who do not take up any of their Entitlements) take up 100% of their Entitlement and each of the Sub-underwriters take up their proportion of the Shortfall in accordance with the Sub-underwriting Agreements with the balance of the Shortfall taken by the Underwriter.

The following table shows the capital structure of the Company in the event that all Eligible Shareholders take up 100% of their Entitlement (excluding the Sub-underwriters and/or entities controlled by them who do not take up any of their Entitlement) and each of Finico, Bandy, King and Macliver take up their proportion of the Shortfall in accordance with the Sub-underwriting Agreements with the balance of the Shortfall taken up by the Underwriter.

	Shares	% of Total Shares
Finico	12,756,054	15.0%
Bandy	1,307,487	1.5%
King and Macliver ¹	3,346,105	3.9%
King	1,025,515	1.2%
Macliver	794,432	0.9%
Other Shareholders	65,705,336	77.4%
Total	84,934,928	100%
1. King and Macliver each have a relevant interest in 3,088,040 Shares held by Max and 258,065 Shares held by Grange Consulting Group Pty Ltd		

Finico's intentions for the Company

Given the potential increase in Finico's voting power in the Company as a result of the Offer and its sub-underwriting of the Offer, there is also a requirement to provide details of Finico's current intentions for the Company in the event that it gains effective control of the Company.

Finico has informed the Company that if it were to gain effective control of the Company by virtue of its shareholding and its sub-underwriting of the Offer, the current intentions of Finico are as follows:

- (a) procure that the Company will:
 - (i) continue seeking new business opportunities;
 - (ii) not make any major changes to the business of the Company nor redeploy any of the fixed assets of the Company; and
 - (iii) continue the employment of the Company's present employees; and
- (b) that the current Board of the Company be restructured as outlined in section 1.2.

The intentions and statements of future conduct set out above must also be read as being subject to the legal obligation of the Company's Directors at the time, including the nominee of Finico, Mr Chris Morris, to act in good faith in the best interests of the Company and for proper purposes and to have regard to the interests of the Shareholders.

The implementation of Finico's current intentions of its ownership of the Company will be subject to the law (including the Corporations Act), the Listing Rules and the Company's constitution.

In particular, the requirements of the Corporations Act and the Listing Rules in relation to conflicts of interest and "related party" transactions will apply as Finico is a related party of the Company by virtue of Section 228(6) and 228(4).

Finico would only make a decision on its courses of action in light of material facts and circumstances at the relevant time and after it receives appropriate legal and financial advice on such matters, where required, including in relation to any requirements for Shareholder approval.

The statements above are of current intention only which may change as new information becomes available or circumstances change. The statements should be read in this context.

1.10 Shortfall

If you do not wish to take up any part of your Entitlement you are not required to take any action. That part of your Entitlement not taken up will form part of the Shortfall.

As set out in sections 1.7 and 1.8 above, the Company has entered into an Underwriting Agreement such that Max will take up the entire Shortfall and Max has in turn entered into Sub-underwriting Agreements with Finico, Bandy, King and Macliver such that Finico, Bandy, King and Macliver agree in to take up, in aggregate, approximately 90% of the Shortfall. Accordingly, any Shortfall will be dealt with in accordance with the terms of the Underwriting Agreement and the Sub-underwriting Agreements.

1.11 Opening and Closing Dates

The Offer opens on the Opening Date, 27 January 2009. The Company will accept Entitlement and Acceptance Forms until 5:00 pm WDT on the Closing Date or such other date as the Directors in their absolute discretion shall determine, subject to the Listing Rules.

1.12 Issue and despatch

The issue of New Shares offered by this Offer Document and dispatch of holding statements is expected to occur on the dates specified in the Indicative Timetable set out in section 1.4.

It is the responsibility of the Applicants to determine their allocation prior to trading in the New Shares. Applicants who sell New Shares before they receive their holding statements will do so at their own risk.

1.13 ASX Quotation

Application for official quotation by ASX of the New Shares offered pursuant to this Offer Document will be made within 7 days after the date of this Offer Document. If approval is not obtained from ASX before the expiration of 3 months after the date of this Offer Document (or such period as varied by the ASIC) the Company will not issue any New Shares and will repay all application monies for the New Shares within the time prescribed under the Corporations Act, without interest.

The fact that ASX may grant official quotation to the New Shares is not to be taken in any way as an indication of the merits of the Company or the New Shares now offered for subscription.

1.14 CHESS

The Company will apply to ASX to participate in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will be issuer sponsored by the Company. As the sub-registers are electronic, ownership of securities can be transferred without having to rely upon paper documentation.

Electronic registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with a statement (similar to a bank account statement) that sets out the number of New Shares allotted to them under this Offer Document. The notice will also advise holders of their Holder Identification Number (**HIN**) and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

1.15 Shareholders Outside Australia and New Zealand

The Company is of the view that it is unreasonable to make an offer under this Offer Document to Shareholders outside of Australia and New Zealand (**Overseas Eligible Shareholders**) having regard to:

- (a) the cost of complying with legal and regulatory requirements outside Australia and New Zealand;
- (b) the number of Overseas Eligible Shareholders; and
- (c) the number and value of New Shares which could be offered to Overseas Eligible Shareholders.

Accordingly, this Offer Document and accompanying Entitlement and Acceptance Form do not, and are not intended to, constitute an offer of Shares in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Offer Document.

No action has been taken to register or qualify the Entitlements or New Shares, or to otherwise permit an offering of the Entitlements or New Shares, outside of Australia and New Zealand. The Entitlements or New Shares may not be offered in a jurisdiction outside Australia and New Zealand where such offer is not made in accordance with the laws of that place.

The distribution of this Offer Document in jurisdictions outside of Australia and New Zealand may be restricted by law and persons who come into possession of this Offer Document should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

Overseas Eligible Shareholders who wish to participate in the Offer have the following options:

- (a) the Applicant may apply for New Shares in accordance with the procedure set out in Section 2 provided the Applicant has obtained all necessary approvals for the allotment and issue of the

New Shares in the Applicant's jurisdiction. The return of a completed Entitlement and Acceptance Form will be taken by the Company to constitute a representation and warranty by the Applicant that all relevant approvals have been obtained.

- (b) the Applicant may instruct the Company to issue the New Shares to which the Applicant applies for under the Offer to a nominee appointed by the Company. The nominee will sell the New Shares on market on behalf of the Applicant immediately following the allotment and issue of such Shares and distribute the proceeds to the Applicant net of sale expenses. There is no requirement for the Applicant to obtain any approvals in their jurisdiction should they elect this option to participate in the Offer.

In compliance with section 615 of the Corporations Act, the Company has appointed Max, on normal commercial terms, as the nominee for the Overseas Eligible Shareholders, to arrange for the sale of the Shares which would have been offered to the Overseas Eligible Shareholders pursuant to their Entitlements. The Company has applied to the ASIC for their approval of the nomination.

Any interest earned on the proceeds of the sale of these Shares will firstly be applied against expenses of such sale, including brokerage, and any balance will accrue to the Company.

The Nominee will have the absolute and sole discretion to determine the timing and the price at which the Shares may be sold and the manner in which any sale is made. Neither the Company nor Max (as the Nominee) will be liable for a failure to sell Shares or to sell Shares at any particular price. If, in the reasonable opinion of Max (as the Nominee), there is no viable market for the Shares of Overseas Eligible Shareholders, or a surplus over the expenses of sale cannot be obtained for the Shares that would have been offered to the Overseas Eligible Shareholders, then those Shares which would have been offered to the Overseas Eligible Shareholders pursuant to their Entitlements will be allowed to lapse and they will form part of the Shortfall to be dealt with under the terms of the Underwriting Agreement.

1.16 Taxation implications

The Directors do not consider it appropriate to give Shareholders advice regarding the taxation consequences of subscribing for New Shares under this Offer Document. The Company, its advisers and its officers do not accept any responsibility for any such taxation consequences to Shareholders.

Shareholders should consult their professional tax adviser in connection with subscribing for New Shares under this Offer Document.

1.17 Risk Factors

An investment in New Shares should be regarded as speculative. In addition to the general risks applicable to all investments in listed securities, there are specific risks associated with an investment in the Company which are described in section 3.

1.18 Enquiries concerning Offer Document

Enquiries concerning the Entitlement and Acceptance Form can be obtained by contacting Computershare Investor Services Pty Ltd by telephone on 1300 850 505. Enquiries relating to this Offer Document should be directed to the Company Secretary by telephone on (08) 9322 7600.

2. Action Required by Shareholders

2.1 Acceptance of New Shares under this Offer Document

Your acceptance of the Offer must be made on the Entitlement and Acceptance Form accompanying this Offer Document. Your acceptance must not exceed your Entitlement as shown on that form. If it does, your acceptance will be deemed to be for the maximum Entitlement.

You may participate in the Offer as follows:

- (a) if you wish to accept your Entitlement in full:

- (iii) complete the Entitlement and Acceptance Form, filling in the details in the spaces provided; and
 - (iv) attach your cheque for the amount indicated on the Entitlement and Acceptance Form; or
- (b) if you only wish to accept part of your Entitlement:
- (iii) fill in the number of New Shares you wish to accept in the space provided on the Entitlement and Acceptance Form; and
 - (iv) attach your cheque for the appropriate Application monies (at \$0.045 per New Share); or
- (c) if you do not wish to accept all or part of your Entitlement, you are not obliged to do anything.

All cheques must be drawn on an Australian bank or bank draft made payable in Australian currency to “**Empire Beer Group Limited – Rights Issue Account**” and crossed “**Not Negotiable**”.

Your completed Entitlement and Acceptance Form and cheque must reach the Company no later than 5:00pm (WDT) on the Closing Date.

By delivery to:
 Empire Beer Group Limited
 c/- Grange Consulting
 945 Wellington Street
 West Perth WA 6005

By Post to:
 Empire Beer Group Limited
 c/- Grange Consulting
 GPO Box 1263
 West Perth WA 6872

The Offer is non-renounceable. Accordingly, a holder of Shares may not sell or transfer all or part of their Entitlement.

3. Risk Factors

3.1 Introduction

An investment in the Company is not risk free and prospective new investors should consider the risk factors described below, together with the information contained elsewhere in this Offer Document, before deciding whether to apply for New Shares.

3.2 Requirement to comply with Chapter 1 and 2 of the ASX Listing Rules

As outlined in section 1.2 the Company is currently pursuing new business opportunities.

In the event that the Company proposes to make a significant change to the nature and/or scale of the businesses activities it may need to comply with Chapters 1 and 2 of the ASX Listing Rules. This will involve a consolidation of capital of the Company’s existing Shares (on a ratio to be determined), the issue of a full form prospectus and the raising of funds through the issue of shares at a price not less than \$0.20 each.

3.3 Economic Conditions

Economic conditions in Australia, and globally, may affect the performance of the Company. Factors such as currency fluctuations, inflation, interest rates, supply and demand and industrial disruption may have an impact on operating costs and share market prices. The Company’s future possible revenue and securities price can be affected by these factors all of which are beyond the control of the Company or its Directors. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company. In addition, the Company’s ability to raise additional capital, should it be required, may be adversely affected by such economic conditions.

Share market conditions may affect listed securities regardless of operating performance. Share market conditions are affected by many factors such as general economic outlook; movements in or outlook on interest rates and inflation rates; currency fluctuations; commodity prices; changes in

investor sentiment towards particular market sectors; and the demand and supply commodity prices may influence individual projects in which the Company has an interest.

3.4 Changes in Legislation and Government Regulations

Changes to legislation or government policy in Australia, including changes to the taxation system, may affect future earnings and the relative attractiveness of investing in the Company.

3.5 Other Risks

The future viability and profitability of the Company is also dependent on a number of other factors affecting performance of all industries including, but not limited to:

- (a) the strength of the equity and share markets in Australia and throughout the world;
- (b) general economic conditions in Australia and its major trading partners and, in particular, inflation rates, interest rates, exchange rates, commodity supply and demand factors and industrial disruptions;
- (c) financial failure or default by a participant in any contractual relationships to which the Company is, or may become, a party;
- (d) insolvency or other managerial failure by any of the contractors used by the Company in its activities;
- (e) changes in government, monetary policies, taxation and other laws can have a significant influence on the outlook for companies and the returns to investors; and
- (f) ability of the Company to source other projects on reasonable commercial terms.

3.6 Speculative Nature of Investment

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the New Shares offered under this Offer Document.

Therefore, the New Shares to be issued pursuant to this Offer Document carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those New Shares.

Potential investors should consider that the investment in the Company is speculative and should consult their professional advisers before deciding whether to apply for the New Shares.

4. Defined Terms

Applicant refers to a person who submits an Entitlement and Acceptance Form.

Application refers to the submission of an Entitlement and Acceptance Form.

ASX means ASX Limited (ACN 008 624 691) or, where the context permits, the Australian Securities Exchange operated by ASX Limited.

Bandy means Mr Greg Bandy, a Proposed Director.

Board means the board of Directors of the Company from time to time.

Closing Date means 5:00pm WDT 11 February 2009.

Company or **Empire** means Empire Beer Group Limited (ABN 45 119 327 169).

Directors mean the directors of the Company.

Eligible Shareholder means a Shareholder whose details appear on the Company's register of Shareholders as at the Record Date.

Entitlement means the entitlement to subscribe for 1 New Share for every 1 Share held by an Eligible Shareholder on the Record Date and **Entitlements** has a corresponding meaning.

Entitlement and Acceptance Form means the Entitlement and Acceptance Form accompanying this Offer Document.

Finico means Finico Pty Ltd.

King means Mr Tony King, a Proposed Director.

Listing Rules means the Listing Rules of the ASX.

Macliver means Mr Ian Macliver.

Max means Max Capital Pty Ltd (ABN 97 106 553 244).

New Share means a new Share proposed to be issued pursuant to this Offer.

Nominee means Max.

Offer means the non-renouceable pro rata offer of New Shares at an issue price of \$0.045 cents each on the basis of 1 New Share for every 1 Share held on the Record Date pursuant to this Offer Document.

Offer Document means this Offer Document dated 13 January 2009.

Opening Date means 27 January 2009.

Option means an option to acquire a Share.

Proposed Directors means Mr Chris Morris, Mr Greg Bandy and Mr Tony King, who are proposed to be appointed as Directors following the completion of the Offer.

Record Date means 22 January 2009.

Share means an ordinary fully paid share in the capital of the Company.

Share Registry means Computershare Investor Services Pty Limited (ACN 078 279 277).

Shareholder means a holder of a Share.

Shortfall means those New Shares under the Offer not applied for by Shareholders under their Entitlement.

Sub-underwriting Agreement means the sub-underwriting letter agreement dated 8 January 2009 between Max and Finico, Max and Bandy, Max and King and Max and Macliver, or all such agreements, as the context requires.

Timetable means the timetable set out in this Offer Document.

Underwriter means Max.

Underwriting Agreement means the underwriting agreement dated 13 January 2009 between the Company and Max.

WDT means Australian Western Daylight Time.

Corporate Directory

Board of Directors

Mel Ashton	Non-Executive Chairman
Ian Macliver	Non-Executive Director
Kate Lamont	Non-Executive Director

Company Secretary

Phil Warren

Registered Office

945 Wellington Street
West Perth WA 6005

Telephone: (08) 9322 7600
Facsimile: (08) 9322 7602
Website: <http://www.empirebeergroup.com.au/>

Country of Incorporation

Australia

Underwriter

Max Capital Pty Ltd
945 Wellington Street
West Perth WA 6005
Telephone: (08) 9322 6052
Facsimile: (08) 9322 7602

Corporate Advisor

Grange Consulting Group Pty Ltd
945 Wellington Street
West Perth WA 6005
Telephone: (08) 9322 6052
Facsimile: (08) 9322 7602

Share Registry

Computershare Investor Services Pty Limited
Level 2
45 St George's Terrace
Perth WA 6000
Telephone: (08) 9323 2000
Facsimile: (08) 9323 2033

Home Exchange

ASX Limited
Exchange Plaza
2 The Esplanade
Perth WA 6000

ASX Code: EEE