

**Freehills****Fax****Notice of change of interests of substantial holder  
Acquisition of shares in Red Hill Iron Limited (ASX: RHI)**

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From **Baden Furphy** 5 May 2008  
Phone +61 3 9288 1234  
Fax +61 3 9288 1567

Pages 29

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To **Company Announcements Manager  
ASX Limited  
Fax 1900 999 279**

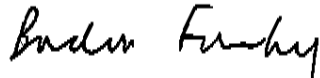
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Dear Sir/Madam

We act for AMCI Investments Pty Ltd and FRC Australian Holdings B.V.

We attach a Notice of Change of Interests of Substantial Holder (Form 604) in respect of the acquisition of shares in Red Hill Iron Limited by the above entities.

Yours faithfully



**Baden Furphy**  
Partner  
Freehills

If you are not the intended recipient:

- please phone the sender immediately (reverse charges)
- you must not disclose or use the information

101 Collins Street Melbourne VIC 3000 Australia  
Telephone +61 3 9288 1234 Facsimile +61 3 9288 1567  
[www.freehills.com](http://www.freehills.com)

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme Red Hill Iron Limited

ACN/ARSN 114 553 392

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

Name First Reserve GP X, Inc., First Reserve GP X, LP, First Reserve Fund X LP and each of their subsidiaries, including AMCI Intermediate B.V., FRC Australian Holdings B.V. (FRC Group)  
Hans Mendt, Fritz Kundrun and AMCI International AG and its subsidiaries, including AMCI Investments Pty Ltd (ACN 112 315 681) (AMCI Group)

ACN/ARSN (if applicable) \_\_\_\_\_

There was a change in the interests of the substantial holder on 1/05/2008

The previous notice was given to the company on 26/03/2008

The previous notice was dated 26/03/2008

**2. Previous and present voting power**

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

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary	7,085,386	17.83%	8,082,422	19.85%

**3. Changes in relevant interests**

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

Date of change	Person whose relevant interest	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
1/05/2008	FRC Australian Holdings B.V.	Acquisition of relevant interests in ordinary shares pursuant share acquisition agreements dated 1/05/2008, copies of which are attached as Annexure A	\$7.00 per share	508,529	508,529
1/05/2008	AMCI Investments Pty Ltd	Acquisition of relevant interests in ordinary shares pursuant share acquisition agreements dated 1/05/2008, copies of which are attached as Annexure A	\$7.00 per share	508,528	508,528

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered	Nature of relevant interest (\$)	Class and number of securities	Person's votes
FRC Australian Holdings B.V.	<ul style="list-style-type: none"> <li>• Graham Douglas Riley and Anne Marie Riley</li> <li>• Breamlea Pty Ltd</li> <li>• Nada Granich</li> <li>• Rodney Michael Joyce</li> <li>• Euan Jenkins</li> <li>• Maxigold Holdings Pty Ltd</li> <li>• Berne No 132 Nominees Pty Ltd</li> <li>• Anthony Lowrie</li> <li>• Richard Simmons</li> <li>• Grey Willow Pty Ltd</li> <li>• Adelaide Prospecting Pty Ltd</li> <li>• Loredana Clifford</li> </ul>	FRC Australian Holdings B.V. (subject to the terms of the share acquisition agreements attached as Annexure A)	Relevant interest in shares under s608(1) of the Corporations Act pursuant share acquisition agreements dated 1/05/2008, copies of which are attached as Annexure A	<ul style="list-style-type: none"> <li>• 125,000 ordinary shares</li> <li>• 153,529 ordinary shares</li> <li>• 75,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 30,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 5,000 ordinary shares</li> <li>• 5,000 ordinary shares</li> <li>• 7,500 ordinary shares</li> <li>• 7,500 ordinary shares</li> </ul>	Each ordinary shares confers one vote
AMCI Investments Pty Ltd	<ul style="list-style-type: none"> <li>• Graham Douglas Riley and Anne Marie Riley</li> <li>• Breamlea Pty Ltd</li> <li>• Nada Granich</li> <li>• Rodney Michael Joyce</li> <li>• Euan Jenkins</li> <li>• Maxigold Holdings Pty Ltd</li> <li>• Berne No 132 Nominees Pty Ltd</li> <li>• Anthony Lowrie</li> <li>• Richard Simmons</li> <li>• Grey Willow Pty Ltd</li> <li>• Adelaide Prospecting Pty Ltd</li> <li>• Loredana Clifford</li> </ul>	AMCI Investments Pty Ltd (subject to the terms of the share acquisition agreements attached as Annexure B)	Relevant interest in shares pursuant share acquisition agreements dated 1/05/2008, copies of which are attached as Annexure B	<ul style="list-style-type: none"> <li>• 125,000 ordinary shares</li> <li>• 153,528 ordinary shares</li> <li>• 75,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 30,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 25,000 ordinary shares</li> <li>• 5,000 ordinary shares</li> <li>• 5,000 ordinary shares</li> <li>• 7,500 ordinary shares</li> <li>• 7,500 ordinary shares</li> </ul>	Each ordinary shares confers one vote

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (3) 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
Not applicable	Not applicable

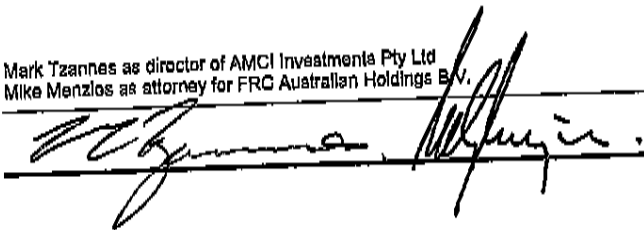
**6. Addresses**

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

Name	Address
FRC Australian Holdings B.V.	Fred Roekestraet 123, 1070EE Amsterdam, The Netherlands
AMCI Investments Pty Ltd	Level 8, 123 Eagle Street, Brisbane QLD 4000

**Signature**

print name Mark Tzannes as director of AMCI Investments Pty Ltd capacity  
 Mike Menzies as attorney for FRC Australian Holdings B.V.

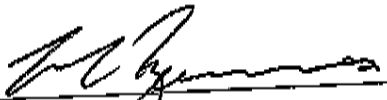
sign here  date 2/05/2008

**DIRECTIONS**

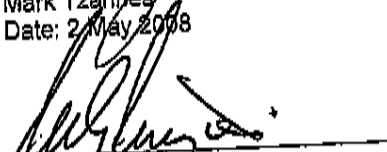
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

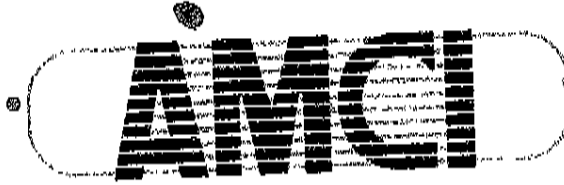
**This is Annexure A of 25 pages referred to in ASIC Form 604 – Notice of Change of Interests of Substantial Holder**



Mark Tzannes  
Date: 2 May 2008



Mike Menzies  
Date: 2 May 2008



30 April 2008

### Sale of Red Hill Iron shares

- (a) This letter sets out the terms on which Graham Douglas Riley and Anne Marie Riley as Trustee for <The Riley Superannuation Fund> (the **Shareholder**) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the **Purchasers**) agree to buy, a total of 250,000 fully paid ordinary shares (the **Shares**) in Red Hill Iron Limited (**Red Hill**) (the **Sale**).
- (b) The purchase price for the shares (the **Purchase Price**) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (**Completion**) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.

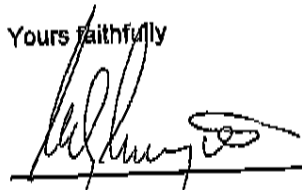
AMCI Investments Pty Ltd ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840

(g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

\* \* \* \*

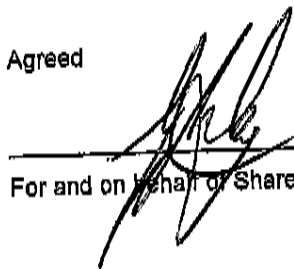
Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



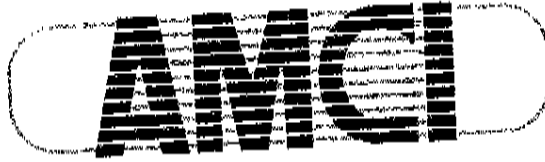
For and on behalf of the Purchasers

Agreed



For and on behalf of Shareholder

**AMCI Investments Pty Ltd** ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

- (a) This letter sets out the terms on which Breamlea Pty Ltd (the **Shareholder**) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the **Purchasers**) agree to buy, a total of 307,057 fully paid ordinary shares (the **Shares**) in Red Hill Iron Limited (**Red Hill**) (the **Sale**).
- (b) The purchase price for the shares (the **Purchase Price**) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (**Completion**) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

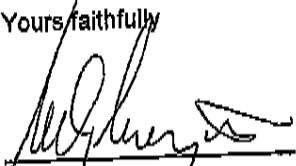
AMCI Investments Pty Ltd ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



\* \* \* \*


Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



For and on behalf of the Purchasers

Agreed



For and on behalf of Shareholder

**AMCI Investments Pty Ltd** ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

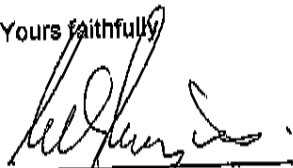
- (a) This letter sets out the terms on which Nada Granich (the **Shareholder**) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the **Purchasers**) agree to buy, a total of 150,000 fully paid ordinary shares (the **Shares**) in Red Hill Iron Limited (**Red Hill**) (the **Sale**).
- (b) The purchase price for the shares (the **Purchase Price**) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (**Completion**) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

AMCI Investments Pty Ltd ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840

\* \* \* \*

Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



For and on behalf of the Purchasers

Agreed



For and on behalf of Shareholder

**AMCI Investments Pty Ltd ABN 30 112 315 661**  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

- (a) This letter sets out the terms on which Rodney Michael Joyce (the **Shareholder**) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the **Purchasers**) agree to buy, a total of 50,000 fully paid ordinary shares (the **Shares**) in Red Hill Iron Limited (**Red Hill**) (the **Sale**).
- (b) The purchase price for the shares (the **Purchase Price**) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (**Completion**) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

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\* \* \* \*

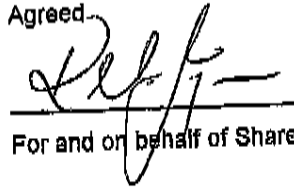
Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



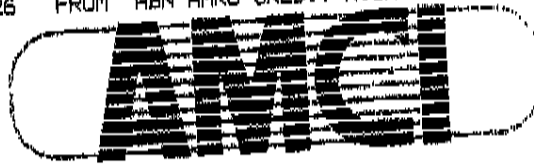
For and on behalf of the Purchasers

Agreed



For and on behalf of Shareholder

**AMCI Investments Pty Ltd ABN 30 112 315 661**  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

This letter sets out the terms on which Euan Jenkins (the Shareholder) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the Purchasers) agree to buy, a total of 50,000 fully paid ordinary shares (the Shares) in Red Hill Iron Limited (Red Hill) (the Sale).

The purchase price for the shares (the Purchase Price) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (Completion) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.

The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.

The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.

Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:

the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and

the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other documents reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).

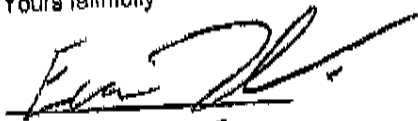
The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.

This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

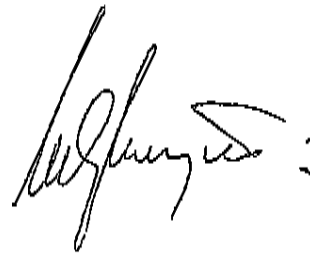
28-APR-2008 00:26 FROM ABN AMRO CREDIT RISK MGT TO 92061893210070  
Assignment

Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



For Euan Jenkin's 30-4-2008



and on behalf of the Purchasers

Agreed

\_\_\_\_\_

For

and on behalf of Shareholder

3.00511757A

AMCI Investments Pty Ltd ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840

page 2

TOTAL P.02



30 April 2008

### Sale of Red Hill Iron shares

- (a) This letter sets out the terms on which Maxigold Holdings Pty Ltd (the Shareholder) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the Purchasers) agree to buy, a total of 60,000 fully paid ordinary shares (the Shares) in Red Hill Iron Limited (Red Hill) (the Sale).
- (b) The purchase price for the shares (the Purchase Price) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (Completion) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

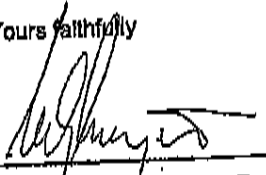
AMCI Investments Pty Ltd ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



\* \* \* \*

Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



For and on behalf of the Purchasers



Agreed

For and on behalf of Shareholder

**AMCI Investments Pty Ltd** ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

**Sale of Red Hill Iron shares**

- (a) This letter sets out the terms on which Berne No 132 Nominees Pty Ltd <399949 A/c> (the Shareholder) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the Purchasers) agree to buy, a total of 50,000 fully paid ordinary shares (the Shares) in Red Hill Iron Limited (Red Hill) (the Sale).
- (b) The purchase price for the shares (the Purchase Price) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (Completion) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

AMCI Investments Pty Ltd ABN 90 112 915 661  
 Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
 GPO Box 1118 Brisbane Queensland Australia 4001  
 Tel +61 7 3008 1830 Fax +61 7 3006 1840

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Please confirm your agreement by signing this letter where indicated below.

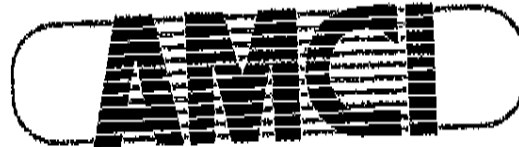
Yours faithfully

For and on behalf of the Purchasers

Agreed

For and on behalf of Shareholder

AMCI Investments Pty Ltd ABN 90 112 615 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

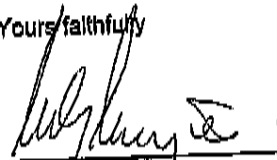
- (a) This letter sets out the terms on which Richard Simmons (the Shareholder) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the Purchasers) agree to buy, a total of 10,000 fully paid ordinary shares (the Shares) in Red Hill Iron Limited (Red Hill) (the Sale).
- (b) The purchase price for the shares (the Purchase Price) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (Completion) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

AMCI Investments Pty Ltd ABN 30 112 315 861  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840

\* \* \* \*

Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



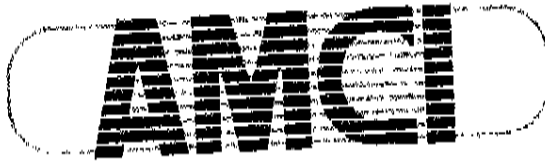
For and on behalf of the Purchasers

Agreed



For and on behalf of Shareholder

AMCI Investments Pty Ltd ABN 30 112 315 681  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

- (a) This letter sets out the terms on which Grey Willow Pty Ltd (the **Shareholder**) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the **Purchasers**) agree to buy, a total of 10,000 fully paid ordinary shares (the **Shares**) in Red Hill Iron Limited (**Red Hill**) (the **Sale**).
- (b) The purchase price for the shares (the **Purchase Price**) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (**Completion**) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

**AMCI Investments Pty Ltd ABN 30 112 315 661**

Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000

GPO Box 1118 Brisbane Queensland Australia 4001

Tel +61 7 3006 1830 Fax +61 7 3006 1840

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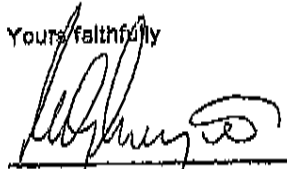
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PAGE 02

Please confirm your agreement by signing this letter where indicated below.

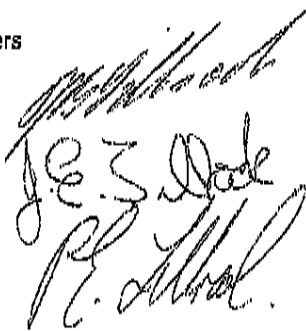
Yours faithfully



For and on behalf of the Purchasers

Agreed

X \_\_\_\_\_  
For and on behalf of Shareholder



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Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

- (a) This letter sets out the terms on which Adelaide Prospecting Pty Ltd <The Hawtin Family A/c> (the **Shareholder**) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the **Purchasers**) agree to buy, a total of 15,000 fully paid ordinary shares (the **Shares**) in Red Hill Iron Limited (**Red Hill**) (the **Sale**).
- (b) The purchase price for the shares (the **Purchase Price**) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (**Completion**) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

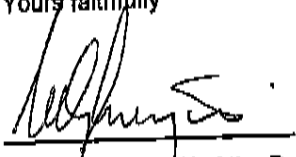
AMCI Investments Pty Ltd ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



\* \* \* \*

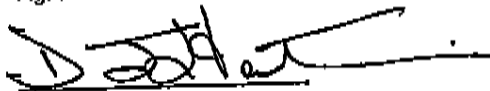
Please confirm your agreement by signing this letter where indicated below.

Yours faithfully



For and on behalf of the Purchasers

Agreed



For and on behalf of Shareholder

**AMCI Investments Pty Ltd ABN 30 112 315 661**  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840



30 April 2008

### Sale of Red Hill Iron shares

- (a) This letter sets out the terms on which Loredana Clifford (the **Shareholder**) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the **Purchasers**) agree to buy, a total of 15,000 fully paid ordinary shares (the **Shares**) in Red Hill Iron Limited (**Red Hill**) (the **Sale**).
- (b) The purchase price for the shares (the **Purchase Price**) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (**Completion**) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
- (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement, and on Completion, that it is the legal and beneficial owner of the Shares, it is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

AMCI Investments Pty Ltd ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840

\* \* \* \*

Please confirm your agreement by signing this letter where indicated below.

Yours faithfully

For and on behalf of the Purchasers

Agreed

For and on behalf of Shareholder

**AMCI Investments Pty Ltd** ABN 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840

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30 April 2008

**Sale of Red Hill Iron shares**

- (a) <sup>ANTHONY</sup> This letter sets out the terms on which Tony Lowrie (the Shareholder) agrees to sell and each of AMCI Investments Pty Ltd and FRC Australian Holdings B.V. (the Purchasers) agree to buy, a total of 60,000 fully paid ordinary shares (the Shares) in Red Hill Iron Limited (Red Hill) (the Sale).
- (b) The purchase price for the shares (the Purchase Price) is \$7.00 per Share. The Purchase Price will be reduced by the amount of any dividend or other distribution declared or paid by Red Hill on its ordinary shares before completion of the Sale (Completion) takes place. The Purchase Price will also be adjusted to take account of any share split, share consolidation or similar change that occurs in respect of Red Hill's share capital prior to Completion.
- (c) The obligation of the Shareholder to sell the Shares, and the obligation of the Purchasers to buy the Shares, is conditional on the Purchasers obtaining the Treasurer's approval, under the *Foreign Acquisitions and Takeovers Act 1975*, to the acquisition by Purchasers of the Shares. The Purchasers have applied for this approval.
- (d) The Shareholder must not sell, dispose of or encumber any of the Shares other than in accordance with this agreement.
- (e) Completion will occur 15 business days after the condition set out in (c) is satisfied. On Completion:
  - (1) the Purchasers must buy the Shares in proportions determined by the Purchasers (or procure that one or more entities nominated by the Purchasers do so) and pay to the Shareholder the Purchase Price for those Shares; and
  - (2) the Shareholder must sell the Shares to the Purchasers (or nominees) and deliver to the Purchasers (or nominees) a duly executed transfer in respect of the Shares, and any other document reasonably required by Purchasers to secure the transfer of the legal and beneficial ownership of the Shares to Purchasers (or nominees).
- (f) The Shareholder represents, on the date of this agreement and on Completion, that it is the legal and beneficial owner of the Shares. It is authorised to enter into this agreement and sell the Shares and the Shares are, and will at completion be, free from all liens, charges and other encumbrances.
- (g) This agreement is governed by the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

AMCI Investments Pty Ltd ABN 20 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840

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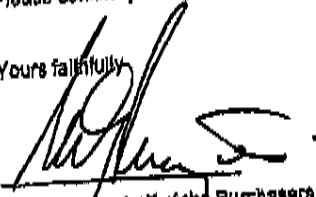
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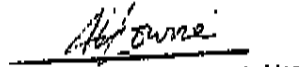
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Please confirm your agreement by signing this letter where indicated below.

Yours faithfully

  
For and on behalf of the Purchasers

Agreed

  
For and on behalf of Shareholder

AMCI Investments Pty Ltd ABN. 30 112 315 661  
Level 8 Riverside Centre 123 Eagle Street Brisbane Queensland Australia 4000  
GPO Box 1118 Brisbane Queensland Australia 4001  
Tel +61 7 3006 1830 Fax +61 7 3006 1840