

# Appendix 3Y

## Change of Director's Interest Notice

*Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.*

Introduced 30/09/01 Amended 01/01/11

<b>Name of entity</b>	<b>GREENLAND MINERALS AND ENERGY LIMITED</b>
<b>ABN</b>	<b>85 118 463 004</b>

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

<b>Name of Director</b>	Anthony Ho
<b>Date of last notice</b>	3/10/2014

### Part 1 - Change of director's relevant interests in securities

*In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust*

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

<b>Direct or indirect interest</b>	Direct and Indirect
<b>Nature of indirect interest (including registered holder)</b> Note: Provide details of the circumstances giving rise to the relevant interest.	A.P. & C.H. Ho Superannuation Fund 750,000 shares 100,000 Listed GGGOA options
<b>Date of change</b>	4/11/2014
<b>No. of securities held prior to change</b>	1,200,000 Shares 450,000 Listed GGGOA options 1,000,000 performance rights (refer annexure 1)
<b>Class</b>	Ordinary fully paid shares
<b>Number acquired</b>	100,000 Ordinary fully paid shares
<b>Number disposed</b>	Nil
<b>Value/Consideration</b> Note: If consideration is non-cash, provide details and estimated valuation	\$6,981
<b>No. of securities held after change</b>	1,300,000 Shares 450,000 Listed GGGOA options 1,000,000 performance rights (refer annexure 1)

+ See chapter 19 for defined terms.

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<b>Nature of change</b> Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back	<b>On market purchase of shares.</b>
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#### Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of “notifiable interest of a director” should be disclosed in this part.

<b>Detail of contract</b>	
<b>Nature of interest</b>	
<b>Name of registered holder (if issued securities)</b>	
<b>Date of change</b>	
<b>No. and class of securities to which interest related prior to change</b> Note: Details are only required for a contract in relation to which the interest has changed	
<b>Interest acquired</b>	
<b>Interest disposed</b>	
<b>Value/Consideration</b> Note: If consideration is non-cash, provide details and an estimated valuation	
<b>Interest after change</b>	

#### Part 3 – <sup>+</sup>Closed period

<b>Were the interests in the securities or contracts detailed above traded during a <sup>+</sup>closed period where prior written clearance was required?</b>	No
<b>If so, was prior written clearance provided to allow the trade to proceed during this period?</b>	N/A
<b>If prior written clearance was provided, on what date was this provided?</b>	N/A

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<sup>+</sup> See chapter 19 for defined terms.

**Annexure 1**

The terms of the Performance Rights are:

1. The Performance Rights are non-transferable.
2. The rights under Performance Rights are personal and a Performance Right does not confer any entitlement to attend or vote at meetings of the Company, to dividends, participation in new issues of securities or entitlement to participate in any return of capital.
3. The Performance Rights will be issued in 3 tranches with the following performance/vesting hurdles:

Tranche 1: 500,000 Performance Rights – will vest upon both the volume weighted average price of Shares being \$0.75 or more for 10 consecutive Trading Days and continuous service for the Company until 30 June 2013 save that this continuous service vesting hurdle will be deemed to be satisfied in the event of a successful takeover bid where the bidder has acceptances for greater than 50% of the Shares in the Company.

Tranche 2: 250,000 Performance Rights – will vest upon both the volume weighted average price of Shares being \$1.00 or more for 10 consecutive Trading Days and continuous service for the Company until 30 June 2013 save that this continuous service vesting hurdle will be deemed to be satisfied in the event of a successful takeover bid where the bidder has acceptances for greater than 50% of the Shares in the Company.

Tranche 3: 250,000 Performance Rights- will vest upon both the volume weighted average price of Shares being \$1.50 or more for 10 consecutive Trading Days and continuous service for the Company until 30 June 2013 save that this continuous service vesting hurdle will be deemed to be satisfied in the event of a successful takeover bid where the bidder has acceptances for greater than 50% of the Shares in the Company.
4. The Performance Rights will lapse if the performance/vesting hurdles are not satisfied within 3 years of the date of the Meeting.
5. Upon vesting, one (1) Share will be issued for every one (1) Performance Right. The Shares will rank equally in all respects with the existing Shares.
6. If the Company makes a bonus issue of Shares, then the holder of the Performance Right upon vesting will be entitled to have issued to it the increased number of Shares that it would have received if the Performance Right had vested and the holder acquired Shares in respect of the Performance Right before the record date for the bonus issue.
7. In the event of any reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company prior to the vesting date, the number of Performance Rights will be reconstructed in a manner consistent with the ASX Listing Rules.

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