

Leigh Creek Energy Limited

ACN 107 531 822

Notice of General Meeting

And

Explanatory Memorandum

Notice is hereby given that a General Meeting of Leigh Creek Energy Limited (**Company**) will be held at Level 11, 19 Grenfell Street Adelaide SA 5000 and via an online meeting platform at <https://web.lumiagm.com/346892977>

Date of Meeting: 20 May 2021

Time of Meeting: 9.30 am (Adelaide time)

DUE TO THE ONGOING COVID-19 PANDEMIC, SHAREHOLDERS WILL NOT BE ABLE TO ATTEND THE MEETING IN PERSON.

Shareholders are urged to vote by lodging the proxy form that has been separately sent to you.

The Company has made arrangements for the Meeting to be held virtually. Shareholders who wish to attend and participate in the virtual Meeting can do so via the online meeting platform. Further details of how to access the Meeting and participate are detailed in the Explanatory Memorandum.

Business:

Resolution 1– Ratification of issue of Commencement Fee Shares and Initial Placement Shares

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

“That for the purposes of Listing Rule 7.4 and for all other purposes, the issue of 10,779,851 Shares on the terms and conditions set out in the Explanatory Memorandum is ratified.”

Resolution 2 – Ratification of issue of Options

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

“That for the purposes of Listing Rule 7.4 and for all other purposes, the issue of 9,800,000 Options on the terms and conditions set out in the Explanatory Memorandum is ratified.”

Resolution 3 – Ratification of the grant of the First Investment Right to the Investor

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

“That for the purposes of Listing Rule 7.4 and for all other purposes, the grant to the Investor (or its nominee) of the right to be issued Shares with the value of \$6,540,000 in relation to the First Investment, on the terms and conditions set out in the Explanatory Memorandum is ratified.”

Resolution 4 – Ratification of issue of shares

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

“That for the purposes of ASX Listing Rule 7.4 and for all other purposes, the issue of 727,272 Shares by the Company on 29 January 2021 as set out in the Explanatory Memorandum is ratified”.

Resolution 5 - Approval of the grant of the Second Investment Right to the Investor

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an ordinary resolution:

“That for the purposes of ASX Listing Rule 7.1 and for all other purposes, the grant to the Investor (or its nominee) the right to be issued Shares with the value of \$6,540,000 in relation to the Second Investment, on the terms and conditions set out in the Explanatory Memorandum is approved.”

Information for Members

1. Explanatory Memorandum

The Explanatory Memorandum accompanying this Notice of General Meeting is incorporated in and comprises part of this Notice of General Meeting and should be read in conjunction with this Notice. Members are specifically referred to the Glossary in the Explanatory Memorandum which contains definitions of capitalised terms used both in this Notice and the Explanatory Memorandum.

2. Voting Exclusion Statements

The Company will disregard any votes cast in favour of Resolutions 1, 2, 3 and 4 respectively by or on behalf of a person who participated in the issue or is a counterparty to the agreement being approved or any of their respective associates.

The Company will disregard any votes cast in favour of Resolution 5 by or on behalf of a person who is expected to participate in or will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of Shares) or any of their respective associates.

However, for each Resolution, the Company need not disregard a vote cast in favour if it is cast by or on behalf of:

- (a) a person as proxy or attorney for a person who is entitled to vote, in accordance with the directions given to the proxy or attorney to vote in that way; or
- (b) the person Chairing the Meeting as proxy or attorney for a person who is entitled to vote, in accordance with a direction given to the Chair on the relevant proxy form to vote as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided that:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

3. “Snap-shot” Time

In accordance with Regulation 7.11.37 of the Corporations Regulations 2001, the Company has determined that for the purposes of voting at the Meeting, Shares will be taken to be held by those who hold them as at 6.30 pm (Adelaide time) on 18 May 2021.

4. Proxies

All voting will be conducted by poll using proxy instructions received in advance of the Meeting and via the online polling during the Meeting.

A Shareholder entitled to attend and vote at the Meeting may appoint a proxy. The person appointed as a proxy may be an individual or a body corporate and need not be a Shareholder. If a Shareholder is entitled to cast two or more votes, the Shareholder may appoint one or two proxies.

Where two proxies are appointed, each proxy may be appointed to represent a specific proportion of the Shareholder's voting rights. If the proportion is not specified, each proxy may exercise half of the Shareholder's voting rights. Fractional votes will be disregarded.

To record a valid vote, members will need to take either of the following steps:

- (a) Cast your vote online by visiting www.investorvote.com.au and following the instructions and information provided on the enclosed proxy form; or
- (b) Complete and lodge the Proxy Form (and the power of attorney or other authority (if any) under which it is signed, or a certified copy of it) at the share registry of the Company, Computershare Investor Services Pty Limited, located at GPO Box 242, Melbourne VIC 3001, or by facsimile on 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia); or
- (c) For Intermediary Online subscribers only (custodians), please visit www.intermediaryonline.com to submit your voting intentions,

no later than 9:30 am (Adelaide time) on 18 May 2021 (being 48 hours before the commencement of the Meeting).

Shareholders are strongly encouraged to submit their proxies as early as possible and in any event prior to the cut-off for proxy voting as set out in the Notice of General Meeting.

5. Corporate Representative

A corporation that is a Shareholder or a proxy may elect to appoint a person to act as its corporate representative at the Meeting, in which case the corporate Shareholder or proxy (as applicable) must provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that Shareholder's or proxy's (as applicable) corporate representative. The authority must be sent to the Company and/or the Company's Share Registry (detailed above) in advance of the Meeting.

By order of the Board



J E Mehrrens

Company Secretary

Leigh Creek Energy Limited

16 April 2021

Explanatory Memorandum

This Memorandum has been prepared for the information of Shareholders of Leigh Creek Energy Limited (**Company**) in connection with the business to be conducted at a General Meeting of the Company to be held virtually at Level 11, 19 Grenfell St Adelaide SA 5000 and via an online platform at <https://web.lumiagm.com> and entering **Meeting ID 346892977** on **20 May 2021 at 9.30 am (Adelaide time)**.

1. Impact of COVID-19 on the Meeting

The health and safety of Shareholders, our personnel, and other stakeholders, is the highest priority and the Company is acutely aware of the current circumstances resulting from COVID-19. The Company intends to conduct a poll on the resolutions in the Notice of General Meeting using the proxies filed prior to the Meeting and for Shareholders to be able to attend and vote at the Meeting via the online platform at <https://web.lumiagm.com>, where shareholders will be able to watch, listen and vote online. The virtual Meeting guide on how to attend the Meeting is available at www.computershare.com.au/virtualmeetingguide.

No attendance in person

Given the current COVID-19 circumstances and in the interests of public health and safety of our Shareholders, the Company is not allowing Shareholders to physically attend the Meeting. The Company has the discretion to make a case by case exception if it believes it is necessary, and the particular Shareholder contacts the Company at least 48 hours prior to the Meeting to discuss their situation.

Remote attendance via the online meeting platform

Shareholders who wish to attend and participate in the virtual Meeting can do so through the online meeting platform where Shareholders will be able to watch, listen, submit written questions, and vote online.

To access the virtual Meeting, please click on the link below:

<https://web.lumiagm.com> and enter **Meeting ID 346892977**. The virtual meeting guide is available at www.computershare.com.au/virtualmeetingguide

Upon entering the Meeting ID into the Lumi platform, shareholders should then log in to the virtual meeting by entering their “username” which is their SRN or HIN and “password” which is their postcode, or for overseas holders, their three character country code which can be obtained in the virtual meeting guide.

To vote during the Meeting please refer to the virtual meeting guide.

To ask questions please refer to the virtual meeting guide.

Technical difficulties

Technical difficulties may arise during the course of the AGM. The Chairman has discretion as to whether and how the Meeting should proceed in the event that technical difficulties arises. In exercising his discretion, the Chairman will have regard to the number of members impacted and the extent to which participation in the business of the AGM is affected.

Where the Chairman considers it appropriate, the Chairman may continue to hold the AGM and transact business, including conducting a poll and voting in accordance with valid proxy instructions. For this reason, members are encouraged to lodge a proxy by 9.30 am (Adelaide time) on 18 May 2021 even if they plan to attend online.

Questions to be submitted in advance

Shareholders are asked to submit questions that relate to the items of business in the Notice of General Meeting in advance of the Meeting to the Company. Questions must be submitted by emailing jordan.mehrtens@lcke.com.au no later than 6 May 2021. The Chairman will attempt to respond to the questions during the Meeting.

2. Background to the Resolutions

(a) Agreement

As announced on 5 January 2021, the Company has entered into a placement agreement (**Agreement**) with Energy Exploration Capital Partners, LLC (the **Investor**), which may enable the Company to access up to \$18,000,000 of funding, on the conditions and as described further below.

A summary of the material terms of the Agreement is set out below:

(i) Investments

The Investor made an initial investment of \$6,000,000 (**First Investment**) on 13 January 2021 (the **First Closing**). In consideration for the First Investment, the Company granted the Investor (or its nominee) the right (**First Investment Right**) to be issued Shares with the value of \$6,540,000 on the terms and conditions set out in the Agreement.

In addition, subject to the Company exercising its right (**Put Right**) in relation to the following investments, the Company may access additional funding under the Agreement in relation to those investments as follows:

- a. if (and only if) the Company exercises its Put Right in relation thereto, the Investor will make a second investment of \$6,000,000 (**Second Investment**). As consideration for the Second Investment, the Investor (or its nominee) will have the right (**Second Investment Right**) to be issued Shares with the value of \$6,540,000 on the terms and conditions set out in the Agreement. If the Company exercises its Put Right in relation to the Second Investment, the Second Investment will occur on a date determined by the Investor that is after the exercise date of the Put Right in relation to the Second Investment and on or before 13 January 2022 (the **Second Closing**). Unless and until the Company exercises the Put Right in relation to the Second Investment, the Company has no contractual obligation in relation to the Second Investment and/or the Second Investment Right. The Company is not required to seek Shareholder approval of the Second Investment Right prior to the exercise of the Put Right for the Second Investment under Listing Rule 7.1 where it has sufficient placement capacity under Listing Rule 7.1 to accommodate the Second Investment Right. Nevertheless, the Company is seeking Shareholder approval of the Second Investment Right for the reasons set out in Section 6 below; and
- b. if (and only if) the Company exercises its Put Right in relation thereto, the Investor will make a further investment of \$6,000,000 (the **Third Investment** and, together with the First Investment and the Second Investment, the **Investments**). In consideration for the Third Investment, the Investor (or its nominee) will have the right (**Third Right** and together with the First Investment Right and the Second Investment Right, the **Investment Rights**) to be issued Shares with the value of \$6,450,000. If the Company exercises its Put Right in relation to the Third Investment, the Third Investment will occur on a date determined by the Investor that is after the exercise date of the Put Right in relation to the Third Investment and on or before 12 July 2022 (the **Third Closing** and, together with the First Closing and the Second Closing, the **Closings**). Unless and until the Company exercises the Put Right in relation to the Third Investment, the Company has no contractual obligation in relation to the Third Investment, and the Third Right will not arise. Accordingly, the Company is not required to seek Shareholder approval of the Third Right under Listing Rule 7.1 where it has sufficient placement capacity under Listing Rule 7.1 to accommodate the grant of the Third Right.

The First Investment Right constitutes an “Equity Security” under the ASX Listing Rules (as it constitutes the right to unissued Shares) and a “Convertible Security” under the ASX Listing Rules (as it is convertible to Shares in accordance with the terms of the Agreement). Moreover, the Second Investment Right and Third Right, upon grant, will both constitute an “Equity Security” under the ASX Listing Rules (as they constitute rights to unissued Shares) and a “Convertible Security” under

the ASX Listing Rules (as they will convert to Shares in accordance with the terms of the Agreement unless the Company is allowed and elects, under and in accordance with the Agreement to pay the Investor an amount calculated in accordance with the Agreement in lieu of issuing Shares).

If the Company does not affirmatively exercise the Put Right in relation to the Third Investment or the Second Investment (each, an **Optional Investment**) prior to the relevant expiration date for that Optional Investment, the Company will relinquish the right to receive that Optional Investment.

As of the date of this Notice, the expiration date for the exercise of the Put Right for the Second Investment is 5 June 2021, and the expiration date for the exercise of the Put Right for the Third Investment is 16 December 2021.

The funding contemplated by each Investment is subject to conditions precedent customary for investment agreements of the nature of the Agreement (including the obtaining of all required consents and approvals, the existence of no event of default or potential event of default under the Agreement, the valid exercise of the Put Right and the Company not incurring certain indebtedness (other than project indebtedness to finance all or substantially all of the Leigh Creek Energy Project and other types of indebtedness)).

The expiration dates for the exercise of the Put Right for the Second Investment and the Third Investment may be extended by the Investor.

In order for the Company to validly exercise its Put Right to receive the Second Investment and Third Investment the Company must have sufficient placement capacity under Listing Rule 7.1 on the date that the Company exercises the applicable Put Right. If the Company exercises the Put Right for the Second Investment and the Third Investment, the amount of each of the Second Investment and the Third Investment will not exceed 8% of the Company's market capitalisation on one of the ASX trading days immediately before the Second Closing Date or Third Closing Date (as applicable).

Notwithstanding the Company's exercise of the Put Right to receive the Second Investment and/or the Third Investment, the Investor will not be obligated to provide the additional funding if the market price of the Company's shares is below \$0.085 (in relation to the Second Investment) or \$0.14 (in relation to the Third Investment) and does not recover to above that level within two months after the Investor providing the Company with notice thereof.

(ii) Settlements of Shares

- a. The Investor may elect, from time to time, at any time, one or multiple times, in its sole discretion, to exercise its right to require the issue to it or its nominee of Shares in relation to any part, or all, of any Investment Right that remains outstanding by notice to the Company (each, a **Settlement Notice**) any time before twenty-four months after the Closing of that Investment Right (an **End Date**).
- b. If an Investment Right remains outstanding on its End Date, in whole or in part, the Investor will be required to deliver a Settlement Notice to the Company in relation to that outstanding Investment Right on the first ASX trading day following the End Date.
- c. Set out below are indicative End Dates for the First Investment Right, the Second Investment Right and Third Right:
 - i. the End Date for the First Investment Right is 13 January 2023;
 - ii. assuming the Second Investment is made on the last date the Second Closing could occur, the End Date for the Second Investment Right will be 13 January 2024; and
 - iii. assuming the Third Investment is made, the End Date for the Third Right will be 12 July 2024.

The Company notes that the End Dates above are illustrative only and the actual End Date may vary depending on the dates on which investments are made under the Agreement.

- d. Following receipt of the Settlement Notice, the Company must effect the Settlement by issuing to the Investor the relevant number of Shares.
- e. The number of Shares to be issued to the Investor in relation to the Investment Rights (the **Placement Shares**) is determined by dividing the amount of the Investment Right (or part thereof) specified by the Investor in a Settlement Notice by the price per share (**Purchase Price**) determined as follows:
 - i. if the Settlement Notice is given at any time prior to the date that is 60 calendar days after the Execution Date, A\$0.32; or
 - ii. in all other cases, the amount that is equal to:
 - 1. 90% or, if the relevant Settlement Notice occurs at any time after one year from Execution Date or an Event of Default has occurred, 87% (for clarity, all calculations of the Purchase Price set forth in this Notice are presented using the former 90% figure); multiplied by
 - 2. the average of five daily VWAPs per Share (as selected by the Investor in its sole discretion) during the 20 consecutive trading days immediately prior to the relevant Settlement Notice, rounded down to the next one tenth of a cent, or if the share price exceeds twenty cents, the next half a cent.
- f. If the Investor delivers a Settlement Notice to the Company specifying a Purchase Price that is less than \$0.07 per Share (the **Floor Price**) the Company may elect to make a cash payment in respect of all (and not some only) of the amount of the Investment Right specified in that Settlement Notice (in lieu of issuing Placement Shares in respect of that amount). If the Company makes this election, the Investor may elect, to require the Company to issue the relevant Placement Shares at the Floor Price.
- g. After the Investor has delivered a Settlement Notice to the Company, the Company may elect to make a cash payment to the Investor based on the prevailing Share price.

(iii) Initial Placement Shares

- a. In consideration of the Investor's agreement to undertake the First Investment, the Company issued to the Investor (or its nominee) 6,750,000 Shares (**Initial Placement Shares**) on 6 January 2021.
- b. At any time, the Investor may elect to apply some or all of the Initial Placement Shares towards the aggregate number of Shares which are required to be issued by the Company in respect of the Investment Rights.
- c. The number of Initial Placement Shares issued to the Investor (or its nominee) is referred to as the Initial Shareholding Number. If the Investor makes the election referred to in paragraph (b) above, the Initial Shareholding Number will be reduced by the number of Shares which are applied towards the Shares the Company would otherwise be required to issue in relation to the exercise of the Investor's right to be issued Shares in relation to the Investment Rights.
- d. If the Initial Shareholding Number is greater than zero on the date that is the later of the date on which the Agreement is terminated and the date that all the settlements that could have occurred under the Agreement have occurred (**Final Date**), the Investor must, by no later than 5 business days after the Final Date, make a further payment to the Company

equal to the Initial Shareholding Number, multiplied by 90% of the average five daily VWAPs per Share (as selected by the Investor in its sole discretion) during the period (i) commencing on the date that is twenty actual trading days prior to the date of such payment; and (ii) ending on the date that is immediately prior to the date of such payment, rounded down to the next one tenth of a cent, or if the share price exceeds twenty cents, the next half a cent. In certain circumstances, for example the suspension of the Shares for an agreed number of days or the delisting of the Shares, the Investor's obligation, in full and final settlement of its liabilities in relation to the Initial Placement Shares, will be payment of an amount equal to 90% of the fair market value of the number of Shares that is equal to the Initial Shareholding Number on the payment date, as determined by agreement between the parties or, failing agreement, by an independent valuer.

(iv) Fees

- a. In consideration of the Investor's agreement to undertake the First Investment, the Company paid the Investor a commencement fee of \$540,000 by the issuance of 4,029,851 Shares (**Commencement Fee Shares**) on 6 January 2021.
- b. The Company also issued 9,800,000 options exercisable for Shares at the exercise price of \$0.236 and expiry date of 13 January 2024 (**Options**) under the terms attached at Appendix A.

(v) Events of Default

The Agreement contains customary events of default, which include, but are not limited to:

- a. A material breach of the Agreement by the Company;
- b. The Company's Shares being suspended from trading on ASX for more than an agreed number of days; and
- c. The occurrence of a material adverse event in respect of the Company.

(vi) Termination following an Event of Default

On termination following an event of default, the Investor:

- a. Is not required to make any further funding available under the Agreement; and
- b. To the extent that the Company has not yet issued Shares in relation to any part of the Investment Rights, the Investor has the right to require the Company to repay the amount of such Investment Rights that is outstanding with a default interest rate to apply.

The Agreement otherwise contains terms customary for an agreement of this nature. The terms set out above are a summary of the material terms and are not the full terms of the Agreement.

(b) Use of funds

In accordance with the Agreement, the Company must use the funds received from the Investor for general corporate and working capital purposes that are reasonable in light of the nature of the Company's business at the time of use.

The Company intends to use the funds to progress the development of the Company's flagship Leigh Creek Energy Project (LCEP) through the next phases of the commercial pathway, including geotechnical evaluation and exploration and monitoring drilling of Petroleum Production Licence (PPL) 269. The Company also intends to use the funds received to progress activities for Leigh Creek Oil & Gas operations, undertake business development activities, along with general corporate activities and for general working capital.

(c) Dilution

The Company's Shares closed at a price of \$0.16 on 15 April 2021. Set out below is a worked example of the number of Shares that may be issued to the Investor in relation to the First Investment Right and Second Investment Right, assuming a range of Purchase Prices and that the Investor elects to exercise its First Investment Right and Second Investment Right, each being a right to be issued Shares with the value of \$6,540,000, in full.

Purchase Price	Maximum Number of Shares for First Investment Right	Maximum Number of Shares for the Second Investment Right
\$0.21	31,142,857	31,142,857
\$0.19	34,421,052	34,421,052
\$0.17	38,470,588	38,470,588
\$0.15	43,600,000	43,600,000
\$0.13	50,307,692	50,307,692

The table set forth above excludes Shares in relation the Options, the Initial Placement Shares and the Commencement Fee Shares.

(d) Summary of the Resolutions

- (i) Resolution 1 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Initial Placement Shares and Commencement Fee Shares.
- (ii) Resolution 2 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of Options.
- (iii) Resolution 3 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the grant of the First Investment Right to the Investor.
- (iv) Resolution 4 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of Shares to a broker.
- (v) Resolution 5 seeks Shareholder approval pursuant to Listing Rule 7.1 for the grant of the Second Investment Right to the Investor.

3. Resolutions 1 and 2 – Ratification of issue of the Commencement Fee Shares, the Initial Placement Shares and the Options.

(a) General

Resolution 1 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Commencement Fee Shares and the Initial Placement Shares. Resolution 2 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Options. The Commencement Fee Shares, Initial Placement Shares and Options will be collectively, the **Prior Issue Securities**. The issue of the Prior Issue Securities did not breach Listing Rule 7.1.

Generally speaking and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that 12 month period.

Under Listing Rule 7.1A, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. The Company obtained approval under Listing Rule 7.1A at the annual general meeting held on 4 November 2020.

The issue of the Prior Issue Securities does not fit within any of the exceptions to Listing Rule 7.1 and 7.1A and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12-month period following the date of issue of the Prior Issue Securities.

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do so, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Prior Issue Securities.

(b) Information required by Listing Rule 14.1A

If Resolution 1 and/or Resolution 2 is passed, the Prior Issue Securities (or if only 1 of those resolutions is passed the portion of Prior Issue Securities ratified by shareholders) will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue of the Prior Issue Securities.

If Resolution 1 and/or Resolution 2 is not passed, the Prior Issue Securities (or if only 1 of those resolutions is passed the portion of Prior Issue Securities not ratified by shareholders) will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Prior Issue Securities.

(c) Information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to Resolutions 1 and 2:

- (i) the Prior Issue Securities were issued to the Investor, who is not a related party of the Company;
- (ii) the terms of the Prior Issue Securities are as follows:
 - a. 4,029,851 Commencement Fee Shares were issued and the Commencement Fee Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
 - b. 6,750,000 Initial Placement Shares were issued and the Initial Placement Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares; and
 - c. 9,800,000 Options were issued, and the material terms of the Options are set out in Appendix A;
- (iii) the Investor Options were issued under the Agreement. A summary of the material terms of the Agreement is set out in Section 2(a);
- (iv) the Prior Issue Securities were issued on or about 6 January 2021;
- (v) the issue prices of the Prior Issue Securities were as follows:
 - a. the Commencement Fee Shares were issued at a deemed issue price of \$0.134 per Share. The Company has not and will not receive any other consideration for the issue of the Commencement Fee Shares;
 - b. the Initial Placement Shares were issued in consideration of the Investor's agreement to make the First Investment (and thus for no cash consideration). As set out in Section 2(a), in accordance with the terms of the Agreement, the Investor may elect to apply some or all of the Initial Placement Shares towards the aggregate number of Shares which are required to be

issued by the Company in respect of the exercise of the Investor's right to be issued Shares in relation to the Investments or, alternatively, make the payment to the Company in respect of the Initial Placement Shares calculated as set out in Section 2(a); and

- c. the Options were issued in consideration of the Investor's obligations under the Agreement (and thus for no cash consideration).
- (vi) the purpose of the issue of:
 - a. the Commencement Fee Shares was to satisfy the Company's obligations under the Agreement in respect of the payment of a fee of \$540,000 to the Investor; and
 - b. the Initial Placement Shares and the Options was to satisfy the Company's obligations under the Agreement;
- (vii) the Prior Issue Securities were issued under the Agreement. A summary of the material terms of the Agreement is set out in Section 2(a); and
- (viii) a voting exclusion statement is included in the Notice.

4. Resolution 3 – Ratification of the grant of the First Investment Right under the Agreement

(a) General

Resolution 3 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the grant of the First Investment Right to the Investor (or its nominee) under the Agreement. As set out in Section 2(a)(i), the First Investment Right constitutes both an 'equity security' and a 'convertible security' under the Listing Rules. The grant of the First Investment Right did not breach Listing Rule 7.1

A summary of Listing Rules 7.1, 7.1A and 7.4 is set out in Section 3(a).

The grant of the First Investment Right does not fit within any exceptions to Listing Rule 7.1 or 7.1A and, as it has not yet been approved by Shareholders, it effectively uses up part of the Company's placement capacity under Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12-month period following the date on which the First Investment Right arose.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the grant of the First Investment Right under the Agreement.

(b) Information required by Listing Rule 14.1A

If Resolution 3 is passed the grant of the First Investment Right, and hence the number of Shares issued or agreed to be issued in relation to the First Investment Right will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date on which the First Investment Right arose.

If Resolution 3 is not passed, the grant of the First Investment Right and hence the number of Shares issued or agreed to be issued in relation to the First Investment will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12-month period following the date on which the First Investment Right was granted.

(c) Information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to Resolution 3:

- (i) the First Investment Right was granted to the Investor, who is not a related party of the Company;
- (ii) the First Investment Right was granted on 13 January 2021, on the terms summarised in Section 2(a);
- (iii) the Investor (or its nominee) must exercise the First Investment Right (at one or more times, from time to time) by the End Date for the First Investment Right, as set out in Section 2(a), by providing the Company with a Settlement Notice. Shares must be issued on the date set out in the Settlement Notice, which date must be at least two trading days after the date of receipt of the Settlement Notice (unless the Company is allowed and elects, under and in accordance with the Agreement to pay the Investor an amount calculated in accordance with the Agreement in lieu of issuing Shares). As noted in Section 2(a), the Investor (or its nominee) must exercise the First Investment Right on or before the first ASX trading day following such End Date. This is subject to the terms and conditions in Section 2(a);
- (iv) following the exercise of the First Investment Right, the Company must issue to the Investor (or its nominee) Shares with the value of \$6,540,000 (in the aggregate together with all prior exercises in relation to the First Investment Right) calculated in accordance with the formula set out in Section 2(a). The following table shows the number of Shares which would be issued based on the assumed issue prices set forth below, assuming Shares are issued in relation to the First Investment Right in its entirety.

Assumed Purchase Price	Number of Shares issued on exercise of the First Investment Right in its entirety
\$0.21	31,142,857
\$0.19	34,421,052
\$0.17	38,470,588
\$0.15	43,600,000
\$0.13	50,307,692

The Company notes that the figures set forth in the table above are illustrative only and the actual number of Shares issued on exercise of the First Investment Right will vary depending on the actual Purchase Price used in relation to such issues. Any Shares issued to the Investor in respect of the First Investment Right will fall within Listing Rule 7.2 exception 9 and/or 16 and will therefore be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1;

- (v) the First Investment Right was granted in consideration of the First Investment, being the \$6,000,000 payment by the Investor in accordance with the terms described in Section 2(a). The Company has not and will not receive any other consideration for the First Investment Right;
- (vi) the purpose of the grant of the First Investment Right is to provide a facility to raise \$6,000,000, which the Company intends to apply as follows:
 - a. To progress the development of the Company's flagship Leigh Creek Energy Project (LCEP) through the next phases of the commercial pathway, including commercial Operations on Petroleum Production Licence (PPL) 269;
 - b. To progress activities for Leigh Creek Oil & Gas Operations; and

- c. To undertake business development activities, along with general corporate activities and for general working capital.
- (vii) the First Investment Right was granted under the Agreement. A summary of the material terms of the Agreement is set out in Section 2(a); and
- (viii) a voting exclusion statement is included in the Notice.

5. Resolution 4 – Ratification of issue of Shares

(a) General

The Company engaged a broker in relation to the Agreement detailed above. The Company and the broker agreed to pay part of the broker fees in Shares.

Resolution 4 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of 727,272 Shares on 29 January 2021 to the broker and their nominees (**Broker Shares**). The issue of the Broker Shares did not breach Listing Rule 7.1

A summary of Listing Rules 7.1, 7.1A and 7.4 is set out in Section 3(a).

The issue of the Broker Shares does not fit within any exceptions to Listing Rule 7.1 or 7.1A and, as it has not yet been approved by Shareholders, it effectively uses up part of the Company's placement capacity under Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Broker Shares.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Broker Shares.

(b) Information required by Listing Rule 14.1A

If Resolution 4 is passed, the Broker Shares will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Broker Shares.

If Resolution 4 is not passed, the Broker Shares will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Broker Shares.

(c) Information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to Resolution 4:

- (i) The Broker Shares were issued to Odeon Capital Group, LLC (and their nominees), who are not related parties of the Company;
- (ii) The Broker Shares comprise 727,272 Shares;
- (iii) The Broker Shares were issued on 29 January 2021;
- (iv) The Broker Shares were issued for nil cash consideration;
- (v) The purpose of the issue of the Broker Shares was to satisfy the Company's obligations under a Placement Agent Agreement;

- (vi) The Broker Shares were issued under a Placement Agent Agreement entered into with Odeon Capital Group LLC. Key terms of the agreement include:
 - a. Odeon provided financing services in relation to both debt and equity capital raisings and in relation to the Agreement.
 - b. the Company paid Odeon an equity financing fee in relation to the Agreement which included the Broker Shares issued to Odeon and its nominees.
 - c. The consideration payable under the Placement Agent Agreement included an equity financing completion fee of 5% of gross proceeds from the sale of equity securities to Odeon Investors plus any necessary and reasonable expenses incurred by Odeon in connection with the performance of its services.
- (vii) A voting exclusion statement is included in the Notice.

6. Resolution 5 – Approval of the grant of the Second Investment Right under the Agreement

(a) General

Resolution 5 seeks Shareholder approval pursuant to Listing Rule 7.1 for the grant of the Second Investment Right. As set out in Section 2(a)(i), the Second Investment Right will constitute both an 'equity security' and a 'convertible security' under the Listing Rules.

A summary of Listing Rules 7.1 and 7.1A is set out in Section 3(a).

As set out in Section 2(a), the grant of the Second Investment Right is subject to:

- (a) the Company exercising (at its sole discretion) its right (the **Second Investment Put Right**) to receive an investment of \$6,000,000 from the Investor, which exercise must occur on or before 5 June 2021; and
- (b) payment by the Investor of that \$6,000,000 Second Investment, which must occur by the last date on which the Second Closing could occur (being 13 January 2022).

Following the grant of the Second Investment Right, the Investor will determine (in its sole discretion) the date on which the Shares the subject of the Second Investment Right will be issued to it, which date must be on or before the date that is 24 months after the Second Closing (being the **Second Investment End Date**) (or the Investor will be required to deliver a Settlement Notice to the Company on the first ASX trading day following the Second Investment End Date for any part of the Second Investment Right that remains outstanding, as described in Section 2(a)(i)a)).

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 to allow the grant of the Second Investment Right within 3 months of the date of the Meeting without utilising the Company's placement capacity under Listing Rule 7.1. It is noted that there is no guarantee that the Second Investment Right will be granted within that 3 month period, but any approval obtained under Listing Rule 7.1 will only be valid for that 3 month period.

(b) Information required by Listing Rule 14.1A

If Resolution 5 is passed, and if, during the three months after the date of the Meeting, the Second Investment Put Right is exercised and the Investor pays the Company the \$6,000,000 the subject of the Second Investment, then the grant of the Second Investment Right to the Investor or its nominee will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1. Similarly, in those circumstances, any Shares issued on exercise of the Second Investment Right will fall within Listing Rule 7.2 exception 9 and/or 16 and will therefore be excluded from the calculation of number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 5 is not passed (or the Second Investment Right is not granted within the period of 3 months for the date of the Meeting), the Company will only be able to exercise the Second Investment Put Right if it has sufficient

capacity under the Company's combined 25% limit in Listing Rules 7.1 and 7.1A (taking into account the Shares to be issued pursuant to the Second Investment Right, in accordance with the Listing Rules). This would effectively decrease the number of equity securities that the Company can issue without Shareholder approval over the 12-month period following the date on which the Second Investment Right is granted.

For clarity, the Second Investment is not contingent in any way on Resolution 5 being passed, and even if Resolution 5 is passed, the Second Investment Right may be granted after the 3 months following the date of the Meeting (in which case the Second Investment Right will not be granted under the authority granted under Resolution 5).

(c) Information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 5:

- (i) the Second Investment Right will be granted to the Investor (or its nominee) who is not a related party of the Company;
- (ii) the Second Investment Right will be granted following exercise of the Put Right and payment of the Second Investment on the terms summarised in Section 2(a);
- (iii) the Second Investment Right will be granted to the Investor within 3 months of the date of this meeting (and, if it is not, then the Company may still exercise the Put Right and proceed with the Second Investment after that period, provided that the Second Investment Right comes within the Company's then-existing placement capacity under Listing Rule 7.1 or a fresh shareholder approval applies);
- (iv) if the Second Investment Right is granted, (which will constitute the issue of a 'convertible security' within the meaning in the Listing Rules), the Investor (or its nominee) has the right to be issued Shares (at one or more times, from time to time) in relation to the Second Investment Right by the Second End Date, as set out in Section 2(a), by providing the Company with a Settlement Notice (unless the Company is allowed and elects, under and in accordance with the Agreement to pay the Investor an amount calculated in accordance with the Agreement in lieu of issuing Shares). Shares must be issued on the date set out in the Settlement Notice, which date must be at least two trading days after the date of receipt of the Settlement Notice. As noted in Section 2(a), the Investor (or its nominee) must exercise the Second Investment Right on or before the first ASX trading day following the Second End Date. This is subject to the terms and conditions set out in Section 2(a);
- (v) if the Second Investment Right is granted (which will constitute the issue of a 'convertible security' within the meaning in the Listing Rules), the Company must issue to the Investor (or its nominee) Shares with the value of \$6,540,000 in the aggregate, calculated in accordance with the formula set out in Section 2(a) (subject to the terms and conditions set out in Section 2(a)). The following table shows the number of Shares which would be issued based on the assumed issue prices set forth below, assuming Shares are issued in relation to the Second Investment Right in its entirety.

Assumed Purchase Price	Number of Shares issued on exercise of Second Investment Right in its entirety
\$0.21	31,142,857
\$0.19	34,421,052
\$0.17	38,470,588
\$0.15	43,600,000
\$0.13	50,307,692

The Company notes that the figures set forth in the table above are illustrative only and the actual number of Shares (at one or more times, from time to time) issued on exercise of the right to be issued Shares in respect of the Second Investment Right will vary depending on the actual Purchase Price used in relation to such issues. Any Shares issued to the Investor in respect of the Second

Investment Right will fall within Listing Rule 7.2 exception 9 and/or 16 and will therefore be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1;

- (vi) The grant of the Second Investment Right will be made in consideration of the Second Investment, being the \$6,000,000 payment by the Investor in accordance with terms described in Section 2(a). The Company has not and will not receive any other consideration;
- (vii) The purpose of the grant of the Second Investment Right, if the Put Right is exercised by the Company in respect of the Second Investment, is to raise \$6,000,000, which if called upon, the Company intends to apply as follows:
 - a. To progress the development of the Company's flagship Leigh Creek Energy Project (LCEP) through the next phases of the commercial pathway, including commercial Operations on Petroleum Production Licence (PPL) 269;
 - b. To progress activities for Leigh Creek Oil & Gas Operations; and
 - c. To undertake business development activities, along with general corporate activities and for general working capital.
- (viii) The grant of the Second Investment Right will be made under the Agreement. A summary of the material terms of the Agreement is set out in Section 2(a);
- (ix) The Shares issuable upon exercise of the Second Investment Right will not be issued under or to fund a reverse takeover.; and
- (x) A voting exclusion statement is included in the Notice.

GLOSSARY

In this Explanatory Memorandum, the following terms have the following unless the context otherwise requires:

"Agreement" means the placement agreement between the Company and the Investor announced on 5 January 2021.

"ASX" means ASX Limited ACN 008 624 691.

"Board" means the Board of Directors from time to time.

"Chair" or **"Chairman"** means the chairman of the Company who will chair the Meeting.

"Company" means Leigh Creek Energy Limited ABN 31 107 531 822.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"Directors" means the directors of the Company from time to time and **"Director"** means any one of them.

"Equity Securities", in relation to the securities of the Company, means a Share, an option over an issued or unissued security, any right to a Share or option over an issued or unissued security, or a convertible security.

"Execution Date" means 5 January 2021.

"Explanatory Memorandum" means this explanatory memorandum.

"Commencement Fee Shares" means the 4,029,851 fee shares issued on 6 January 2021 in accordance with the Agreement.

"Initial Placement Shares" means the 6,750,000 initial placement shares issued on 6 January 2021 in accordance with the Agreement.

"Investor" means Energy Exploration Capital Partners, LLC.

"Listing Rules" means the listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

"Meeting" or **"General Meeting"** means the general meeting of Shareholders of the Company or any adjournment thereof, convened by the Notice.

"Notice" or **"Notice of General Meeting"** means the notice of general meeting which accompanies this Explanatory Memorandum.

"Option" means an option exercisable for one Share.

"Options" means 9,800,000 options issued to the Investor on 6 January 2021, with an expiry of 13 January 2024 and exercise price of \$0.236.

Placement Agent Agreement means the Placement Agent Agreement entered into with Odeon Capital Group LLC, further described in Section 5(c)(vi).

"Resolution" means a resolution referred to in the Notice.

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

"Shareholder" or **"Member"** means a holder of Shares in the Company.

"VWAP" means Volume Weighted Average Price of the Company's ASX-listed Shares trading under the code LCK.

1. Nature of Options

Each Option grants the holder the right but not the obligation to be issued by the Company one Share at the Option Exercise Price of \$0.236.

2. Exercise of Options

An Option holder may exercise any Option it holds at any time after the date on which such Option is granted (the Option Grant Date) and prior to the date that is 36 months after the Option Grant Date by delivery of:

- (a) a copy of a duly executed Option exercise form to the Company on any Business Day; and
- (b) payment of an amount equal to the Option Exercise Price of \$0.236 multiplied by the number of Shares in respect of which the Options are being exercised at the time.

In each Exercise Form, the Investor must advise the Company of the details of the Investor's Securities Account into which the relevant Shares are to be delivered in accordance with the Agreement.

3. Issue of Shares on exercise of Options

(a) As soon as reasonably practicable, but no later than on the Business Day following the date of the receipt of a duly completed Exercise Form and the exercise price payment, the Company must issue the Shares (in accordance with the Agreement) in respect of which the Options are so exercised by the Option holder and provide to the Option holder holding statements evidencing that such Shares have been recorded on the Company's Share register.

(b) Shares issued on the exercise of the Options:

- (i) rank equally in all respects with existing Shares at the date of issue of the Shares;
- (ii) are issued fully paid, free and clear of all security interests; and
- (iii) are issued in full compliance with applicable law and all rights of third parties

(c) The Company must apply for quotation of the Shares issued on exercise of the Options immediately upon issue and use best endeavours to obtain quotation on the ASX by no later than the trading day immediately after their issue.

4. Bonus issues

If prior to an exercise of an Option, there is a bonus issue (as referred to in Listing Rule 6.22.3) the number of Shares over which an Option is exercisable shall be increased as specified in Listing Rule 6.22.3.

5. Rights issues

If prior to an exercise of an Option, there is a pro rata issue (except a bonus issue) as referred to in Listing Rule 6.22.2, the Option Exercise Price shall be reduced according to the formula in Listing Rule 6.22.2.

6. Reconstruction of capital

In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the rights of an Option holder will be changed to comply with the Listing Rules (currently Listing Rule 7.22) applying to a reorganisation of capital at the time of the reorganisation.

7. Cumulative adjustments

Full effect must be given to the provisions of clauses 4-6 of this Appendix A, as and when occasions for their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the adjustments they progressively effect will be such as to reflect, in relation to the Shares

issuable on exercise of the Options outstanding, the adjustments which on the occasions in question are progressively effected in relation to Shares already on issue.

8. Notice of adjustments

Whenever the number of Shares over which an Option is exercisable, or the Option Exercise Price, is adjusted pursuant to this Agreement, the Company must give written notice of the adjustment to all the Option holders, within one Business Day.

9. No right to participate in new issues

An Option holder cannot (in its capacity as a holder of an Option) participate in new issues of Securities without exercising the Option.

10. Assignability and transferability

The Options are freely assignable and transferable, subject to the provisions of Chapter 6D of the Corporations Act and all applicable other Laws.

Need assistance?



Phone:

1300 556 161 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:

www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **9:30 AM (ACST)** on **Tuesday, 18 May 2021**.

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com under the help tab, "Printable Forms".

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is

Control Number: 185069

SRN/HIN:

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Leigh Creek Energy Limited hereby appoint

☐ the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Leigh Creek Energy Limited to be held as a virtual meeting, which will be conducted online at web.lumiagm.com/346892977 on Thursday 20 May 2021 at 9:30am (Adelaide time) and at any adjournment or postponement of that meeting.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

	For	Against	Abstain
1 Ratification of issue of Commencement Fee Shares and Initial Placement Shares	☐	☐	☐
2 Ratification of issue of Options	☐	☐	☐
3 Ratification of the grant of the First Investment Right to the Investor	☐	☐	☐
4 Ratification of issue of shares	☐	☐	☐
5 Approval of the grant of the Second Investment Right to the Investor	☐	☐	☐

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /

Date

Update your communication details (Optional)

Mobile Number

Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically