

7 June 2024

## Notice of General Meeting

ReNu Energy Limited (**ASX: RNE**) (**ReNu Energy**) advises that it will hold a general meeting of shareholders at 2.00pm (Brisbane time) on Monday, 8 July 2024.

In accordance with ASX Listing Rule 3.17, ReNu Energy **attaches** copies of the Notice of General Meeting and sample Proxy Form which are being sent to shareholders today.

This market announcement has been authorised for release to the ASX by the ReNu Energy Board. For more information, please contact:

**Greg Watson**  
Chief Executive Officer  
+61 7 3721 7500

**About ReNu Energy** (<https://renuenergy.com.au/>)

ReNu Energy's purpose is to strategically drive the transition to a low carbon future. It does this by identifying and developing green hydrogen projects and through a portfolio of incubator investments in renewable and clean energy technologies. ReNu Energy's vision is to be an Australian leader in decarbonisation through pioneering the development of green hydrogen domestic ecosystems.



**ReNu Energy Limited**  
**ACN 095 006 090**

**Notice of General Meeting**

**to be held on**

**Date:** Monday, 8 July 2024

**Time:** 2.00pm (AEST)

**Place:** ReNu Energy Limited  
Level 2, 52 McDougall Street  
Milton QLD 4064

**This is an important document and requires your attention**

If you are in any doubt about how to deal with this document, please consult your legal, financial or other professional advisor.

## Notice of General Meeting

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Notice is given that a General Meeting of ReNu Energy Limited ACN 095 006 090 (**ReNu Energy**) will be held at **2.00pm (AEST) on Monday, 8 July 2024 at Level 2, 52 McDougall Street, Milton QLD 4064.**

This Notice of Meeting should be read in conjunction with the accompanying Explanatory Memorandum. Please note terms contained in this Notice of Meeting have the same meaning as set out in Schedule 1 of the Explanatory Memorandum accompanying this Notice of Meeting. A Proxy Form also accompanies this Notice of Meeting.

## Agenda

### Resolution 1 – Ratification of prior issue of Placement Shares

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To consider and, if thought fit, to pass the following resolution as an ordinary resolution:

*'That for the purposes of ASX Listing Rule 7.4 and for all other purposes, shareholders ratify the issue of 45,454,545 fully paid ordinary shares at an issue price of \$0.011 per share (**Placement Shares**) issued by way of a placement to sophisticated and institutional investors and other persons to whom no disclosure was required, on 21 December 2023, on terms and conditions set out in the Explanatory Memorandum.'*

#### Voting Exclusion

ReNu Energy will disregard any votes cast in favour of this resolution by or on behalf of any person who participated in the issue or an associate of those persons. However, ReNu Energy will not disregard a vote cast in favour of this resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with directions given to the proxy or attorney to vote on this resolution in that way;
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with a direction given to the Chairman to vote on this resolution as the Chairman decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (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 this resolution; and
  - (ii) the holder votes on this resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### Resolution 2 – Ratification of prior issue of options to the Underwriter

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To consider and, if thought fit, to pass the following resolution as an ordinary resolution:

*'That for the purposes of ASX Listing Rule 7.4 and for all other purposes, shareholders ratify the issue of 25,000,000 options with an exercise price of \$0.0165 and expiring on 15 January 2027 (**Options**) to the Underwriter on 15 January 2024, on terms and conditions set out in the Explanatory Memorandum.'*

#### Voting Exclusion

ReNu Energy will disregard any votes cast in favour of this resolution by or on behalf of Underwriter or any of its associates. However, ReNu Energy will not disregard a vote cast in favour of this resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with directions given to the proxy or attorney to vote on this resolution in that way;
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with a direction given to the Chairman to vote on this resolution as the Chairman decides; or

- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (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 this resolution; and
  - (ii) the holder votes on this resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### **Resolution 3 – Ratification of prior issue of options to the Sub-Underwriter**

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To consider and, if thought fit, to pass the following resolution as an ordinary resolution:

*'That for the purposes of ASX Listing Rule 7.4 and for all other purposes, shareholders ratify the issue of 25,000,000 Options to the Sub-Underwriter on 23 January 2024, on terms and conditions set out in the Explanatory Memorandum.'*

#### **Voting Exclusion**

ReNu Energy will disregard any votes cast in favour of this resolution by or on behalf of the Sub-Underwriter or its associates. However, ReNu Energy will not disregard a vote cast in favour of this resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with directions given to the proxy or attorney to vote on this resolution in that way;
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with a direction given to the Chairman to vote on this resolution as the Chairman decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (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 this resolution; and
  - (ii) the holder votes on this resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

### **Resolution 4 – Ratification of prior issue of shares to Towards Net Zero (April 2024)**

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To consider and, if thought fit, to pass the following resolution as an ordinary resolution:

*'That for the purposes of ASX Listing Rule 7.4 and for all other purposes, shareholders ratify the issue 16,666,667 fully paid ordinary shares at an issue price of \$0.006 per share (TNZ April Shares) to Towards Net Zero on 8 April 2024, on the terms and conditions in the Explanatory Memorandum.'*

#### **Voting Exclusion**

ReNu Energy will disregard any votes cast in favour of this resolution by or on behalf of Towards Net Zero, or any of its associates. However, ReNu Energy will not disregard a vote cast in favour of this resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with directions given to the proxy or attorney to vote on this resolution in that way;
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with a direction given to the Chairman to vote on this resolution as the Chairman decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (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 this resolution; and
  - (ii) the holder votes on this resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## Resolution 5 – Ratification of prior issue of shares to Towards Net Zero (May 2024)

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To consider and, if thought fit, to pass the following resolution as an ordinary resolution:

*'That for the purposes of ASX Listing Rule 7.4 and for all other purposes, shareholders ratify the issue 34,500,000 fully paid ordinary shares at an issue price of \$0.005 per share (**TNZ May Shares**) to Towards Net Zero on 20 May 2024, on the terms and conditions in the Explanatory Memorandum.'*

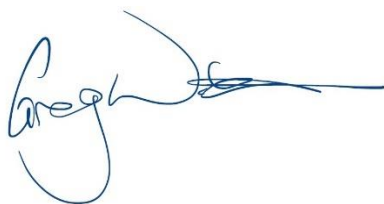
### Voting Exclusion

ReNu Energy will disregard any votes cast in favour of this resolution by or on behalf of Towards Net Zero, or any of its associates. However, ReNu Energy will not disregard a vote cast in favour of this resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with directions given to the proxy or attorney to vote on this resolution in that way;
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this resolution, in accordance with a direction given to the Chairman to vote on this resolution as the Chairman decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (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 this resolution; and
  - (ii) the holder votes on this resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Dated: 7 June 2024

By order of the Board



**Greg Watson**  
CEO and Company Secretary

## Notes

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- 1 The Directors have determined that the shareholding of each member for the purposes of ascertaining their voting entitlements at the General Meeting will be as it appears in the share register at 7pm (AEST) Saturday, 6 July 2024. Accordingly, those persons are entitled to attend and vote at the General Meeting.
- 2 If you are eligible, you may vote by attending the General Meeting in person or by proxy or attorney. A member who is a body corporate may appoint a representative to attend and vote on its behalf.
- 3 To vote by proxy, please complete, sign and return the enclosed Proxy Form in accordance with the following instructions. If you require an additional Proxy Form, ReNu Energy will supply it on request.
- 4 A member who is entitled to vote at the General Meeting may appoint one proxy if the member is only entitled to one vote or one or two proxies if the member is entitled to more than one vote. A proxy need not be a member of ReNu Energy.
- 5 Where the member appoints 2 proxies, the appointment may specify the proportion or number of votes that each proxy may exercise. If the appointment does not specify a proportion or number, each proxy may exercise one-half of the votes, in which case any fraction of votes will be disregarded.
- 6 The Proxy Form must be signed by the member or the member's attorney. Proxies given by a corporation must be executed in accordance with the Corporations Act and the constitution of that corporation.
- 7 To be effective, the Proxy Form and the power of attorney or other authority (if any) under which it is signed or a certified copy, must be received by ReNu Energy at least 48 hours before the time for holding of the General Meeting or any adjourned meeting (or such lesser period as the Directors may permit):
  - (a) By mail to c/- Link Market Services Limited, Locked Bag A14, Sydney South NSW 1235.
  - (b) Online by logging into [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) and using the holding details as shown on the front of your Proxy Form.
  - (c) By facsimile to (02) 9287 0309 (within Australia) or +61 2 9287 0309 (outside Australia).
  - (d) By hand delivering it to Link Market Services Limited, Parramatta Square, Level 22, 10 Darcy Street, Parramatta, NSW 2150.
- 8 Any Proxy Form received after this deadline will be treated as invalid.
- 9 A person appointed as proxy may vote or abstain from voting as he or she thinks fit except where the proxy holds a Directed Proxy Form or is required by law or ReNu Energy's Constitution to vote in a certain manner or abstain from voting.
- 10 The Chairman intends to vote all Undirected Proxy Forms **in favour** of all Resolutions. If you appoint the Chairman as your proxy and have not directed him how to vote, you are expressly authorising the Chairman to cast your Undirected Proxy Form in accordance with this intention.
- 11 Capitalised terms in this document are defined in Schedule 1.

# Explanatory Memorandum

This Explanatory Memorandum has been prepared to assist shareholders with their consideration of the resolutions to be put to the General Meeting to be held at **2.00pm (AEST) on Monday, 8 July 2024 at Level 2, 52 McDougall Street, Milton QLD 4064**.

The purpose of this Explanatory Memorandum is to provide ReNu Energy shareholders with all information known to ReNu Energy which is material to a decision on how to vote on the resolutions in the accompanying Notice of Meeting. This Explanatory Memorandum should be read with, and form part of, the accompanying Notice of Meeting.

## 1 Background to Resolutions 1 – 3

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### 1.1 Overview

In December 2023, ReNu Energy undertook a capital raising to fund progress on its Tasmanian green hydrogen projects and for general working capital.

The capital raising comprised:

- (a) a fully-underwritten entitlement offer of new Shares at an issue price of \$0.011 per Share, to raise up to \$2 million (before costs) (**Entitlement Offer**); and
- (b) a share placement of 45,454,545 new Shares at an issue price of \$0.011 per Share (**Placement Shares**) to sophisticated, professional and other investors to whom no disclosure is required under the Corporations Act to raise up to \$500,000 (before costs) (**Placement**).

### 1.2 Placement

The Placement Shares were issued on 21 December 2023 to participants of the Placement.

All of the Placement Shares were issued without shareholder approval under ReNu Energy's 15% placement capacity (**15% Placement Capacity**) and 10% enhanced placement capacity (**Enhanced Placement Capacity**) pursuant to ASX Listing Rules 7.1 and 7.1A respectively.

Accordingly, shareholder approval was not required for the issue of the Placement Shares. However, ReNu Energy is seeking ratification of the prior issue of the Placement Shares in **Resolution 1**.

### 1.3 Underwriter and Sub-Underwriter Options

On 21 November 2023, ReNu Energy entered into an underwriting agreement with PAC Partners Securities Pty Ltd (**Underwriter**), pursuant to which the Underwriter agreed to act as lead manager and underwriter to Entitlement Offer (**Underwriting Agreement**). The Underwriter subsequently agreed to act as lead manager and underwriter to the Placement.

Under the Underwriting Agreement, the Underwriter agreed to underwrite the issue of all shares issued under the Entitlement Offer, by subscribing or procuring the subscription to any shortfall under the Entitlement Offer.

In accordance with the Underwriting Agreement, and as consideration for acting as lead manager and underwriter to the Entitlement Offer, the Underwriter was entitled to receive:

- (a) an underwriting fee of 6.0% of the gross proceeds of the Entitlement Offer; and
- (b) 50,000,000 million options to acquire Shares, with an exercise price of \$0.0165 and expiring 3 years after the date they are issued (**Options**).

The Underwriter appointed Cygnet Capital Pty Ltd (**Sub-Underwriter**) to sub-underwrite the Entitlement Offer and Placement. Pursuant to this arrangement, the parties agreed that 25,000,000 Options would be allocated to the Sub-Underwriter.

The Underwriting Agreement contained additional provisions, including termination rights and warranties and indemnities in respect of ReNu Energy, which are considered standard for agreements of this nature. A summary of the Underwriting Agreement is set out in Schedule 3.

ReNu Energy issued 25,000,000 Options to the Underwriter on 15 January 2024 and 25,000,000 Options to the Sub-Underwriter on 23 January 2024 under ReNu Energy's 15% Placement Capacity pursuant to ASX Listing Rules 7.1. Accordingly, shareholder approval was not required for the issue of the Options. However, ReNu Energy is seeking ratification of the prior issue of the Options in **Resolutions 2 and 3**.

#### 1.4 **ASX Listing Rules**

In general terms and subject to a number of exceptions, ASX Listing Rule 7.1 imposes a 15% cap on the number of equity securities that can be issued by ReNu Energy without shareholder approval in any 12 month period.

As the Placement Shares that were issued on 21 December 2023 and the Options issued on 15 January 2024 and 23 January 2024 do not fit within any of exceptions and were issued without prior shareholder approval, they reduce ReNu Energy's available 15% Placement Capacity and Enhanced Placement Capacity.

ASX Listing Rule 7.4 provides that an issue of securities made by a company without the prior approval of shareholders may be treated as having been made with shareholder approval if:

- (a) at the time the issue took place, it did not breach ASX Listing Rule 7.1; and
- (a) the shareholders of the company, in a general meeting, subsequently approve the issue of the securities.

The issue of the Placement Shares and Options did not breach ASX Listing Rules 7.1. Accordingly, ReNu Energy seeks shareholder ratification for the Placement Shares and Options, in accordance with ASX Listing Rule 7.4.

#### 1.5 **Effect of shareholder approval (information required under ASX Listing Rule 14.1A)**

If Resolutions 1 to 3 are passed, the issue of the Placement Shares and Options will not reduce ReNu Energy's 15% Placement Capacity or Enhanced Placement Capacity, essentially resetting ReNu Energy's 15% Placement Capacity and Enhanced Placement Capacity.

If Resolution 1 to 3 are not passed, the issue of the Placement Shares and Options will be included in calculating ReNu Energy's 15% Placement Capacity and Enhanced Placement Capacity, effectively reducing the number of securities it can issue without shareholder approval over the 12 month period following the issue date.

## 2 **Resolution 1 – Ratification of prior issue of Placement Shares**

### 2.1 **Background**

The background to the Placement is set out in Section 1 of the Explanatory Memorandum.

### 2.2 **Information required by ASX Listing Rule 7.5**

The following information is required by ASX Listing Rule 7.5 for the purposes of shareholder ratification under ASX Listing Rule 7.4:

ASX Listing Rule 7.5	Disclosure
<b>The names of the persons to whom the entity issued the securities or the basis on which those persons were identified or selected</b>	The Placement Shares were issued to institutional and sophisticated investors (in accordance with sections 708(8) of the Corporations Act) and other persons to whom no disclosure is required.

ASX Listing Rule 7.5	Disclosure
	In conducting the Placement, ReNu Energy and its Lead Manager (the Underwriter) looked to identify investors based on their alignment with ReNu Energy's vision to strategically drive the transition to a low carbon future by investing in renewable and clean energy technologies and identifying and developing green hydrogen projects.
<b>Number and class of securities allotted</b>	45,454,545 fully paid ordinary shares in ReNu Energy.
<b>The terms of the securities issued</b>	All Placement Shares are fully paid, ordinary shares in ReNu Energy that rank pari passu and form one class with all other ordinary shares of ReNu Energy.
<b>The date the securities were issued</b>	The Placement Shares were issued on 21 December 2023.
<b>The price or other consideration ReNu Energy has received for the securities</b>	The Placement Shares were issued for \$0.011 per share.
<b>The use (or intended use) of the funds raised</b>	Funds raised will be used to progress ReNu Energy's Tasmanian green hydrogen projects and for general corporate costs and additional working capital requirements.
<b>Summary of material terms of agreement</b>	The Placement Shares were not issued under an agreement.
<b>Voting exclusion statement</b>	A voting exclusion applies to this resolution – please see the notes to Resolution 1.

### 2.3 Directors' Recommendation

The Board unanimously recommend that shareholders vote in favour of Resolution 1.

## 3 Resolution 2 – Ratification of prior issue of options to the Underwriter

### 3.1 Background

The background to the Options issued to the Underwriter is set out in Section 1 of the Explanatory Memorandum.

### 3.2 Information required by ASX Listing Rule 7.5

The following information is required by ASX Listing Rule 7.5 for the purposes of shareholder ratification under ASX Listing Rule 7.4:

ASX Listing Rule 7.5	Disclosure
<b>The names of the persons to whom the entity issued the securities</b>	PAC Partners Securities Pty Ltd.
<b>Number and class of securities allotted</b>	25,000,000 Options.
<b>The terms of the securities issued</b>	All Options were issued on the terms and conditions set out in Schedule 2.

ASX Listing Rule 7.5	Disclosure
<b>The date the securities were issued</b>	The Options were issued on 15 January 2024.
<b>The price or other consideration ReNu Energy has received for the securities</b>	The Options were issued for nil cash consideration. The Options were issued pursuant to the Underwriting Agreement, as consideration for the Underwriter acting as lead manager and underwriter of the Entitlement Offer and Placement.
<b>The use (or intended use) of the funds raised</b>	No funds were raised from the issue of the Options. The Options were issued pursuant to the Underwriting Agreement, as consideration for the Underwriter acting as lead manager and underwriter of the Entitlement Offer and Placement.
<b>Summary of material terms of agreement</b>	The material terms of the Underwriting Agreement are summarised in section 1.3 and Schedule 3.
<b>Voting exclusion statement</b>	A voting exclusion applies to this resolution – please see the notes to Resolution 2.

### 3.3 Directors' Recommendation

The Board unanimously recommend that shareholders vote in favour of Resolution 2.

## 4 Resolution 3 – Ratification of prior issue of options to the Sub-Underwriter

### 4.1 Background

The background to the Options issued to the Sub-Underwriter is set out in Section 1 of the Explanatory Memorandum.

### 4.2 Information required by ASX Listing Rule 7.5

The following information is required by ASX Listing Rule 7.5 for the purposes of shareholder ratification under ASX Listing Rule 7.4:

ASX Listing Rule 7.5	Disclosure
<b>The names of the persons to whom the entity issued the securities</b>	Cygnet Capital Pty Limited.
<b>Number and class of securities allotted</b>	25,000,000 Options.
<b>The terms of the securities issued</b>	All Options were issued on the terms and conditions set out in Schedule 2.
<b>The date the securities were issued</b>	The Options were issued on 23 January 2024.
<b>The price or other consideration ReNu Energy has received for the securities</b>	The Options were issued for nil cash consideration. The Options were issued pursuant to the Underwriting Agreement, as consideration for the Sub-Underwriter acting as a sub-underwriter of the Entitlement Offer and Placement.

ASX Listing Rule 7.5	Disclosure
<b>The use (or intended use) of the funds raised</b>	No funds were raised from the issue of the Options. The Options were issued pursuant to the Underwriting Agreement, as consideration for the Sub-Underwriter acting as a sub-underwriter of the Entitlement Offer and Placement.
<b>Summary of material terms of agreement</b>	The material terms of the Underwriting Agreement are summarised in section 1.3 and Schedule 3.
<b>Voting exclusion statement</b>	A voting exclusion applies to this resolution – please see the notes to Resolution 3.

#### 4.3 Directors' Recommendation

The Board unanimously recommend that shareholders vote in favour of Resolution 3.

## 5 Background to Resolutions 4 – 5

### 5.1 Background

On 23 October 2023, ReNu Energy announced that it had entered into an Investment Agreement with Towards Net Zero, LLC (**Towards Net Zero**) to facilitate an institutional investment in ReNu Energy. References to Towards Net Zero in this Notice of Meeting refer to Towards Net Zero and any designee or nominee of Towards Net Zero.

### 5.2 Investment terms summary

The investment is comprised of up to three tranches, with each investment being made by Towards Net Zero by way of a prepayment for Shares to be issued by ReNu Energy:

- (a) (**tranche 1**) an initial investment of \$300,000 as a prepayment for \$348,000 worth of Shares at the Issue Price (as defined below) (**Tranche 1 Investment**);
- (b) (**tranche 2**) additionally, Towards Net Zero may elect within 12 months of the Tranche 1 Investment to make a second investment of \$500,000 as a prepayment for \$545,000 worth of Shares at the Issue Price (as defined below) (**Tranche 2 Investment**); and
- (c) (**tranche 3**) finally, a third investment of \$700,000 as a prepayment for Shares worth an equivalent amount, at the Issue Price (as defined below), may be undertaken by mutual consent of Towards Net Zero and ReNu Energy within 24 months of the Tranche 1 Investment (**Tranche 3 Investment**).

ReNu Energy will have the right (but no obligation), instead of issuing shares to Towards Net Zero, to make a cash payment to Towards Net Zero equal to the equivalent value of the Shares at the Issue Price (as defined below) that would have otherwise been issued. If ReNu Energy does not exercise that right, ReNu Energy will issue Shares at the Issue Price (as defined below) when requested by Towards Net Zero, at any time within 24 months of the date of the related prepayment. The number of Shares to be issued by ReNu Energy will be determined by applying the Issue Price (as defined below) to the value of Shares to be issued, but subject to the Floor Price (as defined below).

Subject to the Floor Price described below, the **Issue Price** of the Shares is equal to the average of five daily volume-weighted average prices selected by Towards Net Zero during the 20 consecutive trading days immediately prior to the date of Towards Net Zero's notice to issue shares, less a 10% discount, rounded down to the nearest 1/10th of a cent if the share price is at or below 20 cents, or whole cent otherwise.

The Issue Price will, nevertheless, be subject to the Floor Price of \$0.02 (**Floor Price**). If the Issue Price formula would result in a price that is less than the Floor Price, ReNu Energy may forego issuing Shares and instead opt to repay the value of Shares to be issued in cash (with a 12% premium), subject to Towards Net Zero's right to elect to receive Shares at the Floor Price in lieu of such cash payment.

On 30 October 2023, ReNu Energy issued 1,900,000 Shares (**TNZ Initial Shares**) to Towards Net Zero, which Towards Net Zero in its discretion can apply towards the ultimate number of Shares to be issued under the Investment Agreement. Alternatively, in lieu of applying the TNZ Initial Shares towards the aggregate number of Shares to be issued, Towards Net Zero may make a cash payment to ReNu Energy equal to the value of the TNZ Initial Shares, determined using the Issue Price at the time of the payment, unless ReNu Energy is de-listed from ASX or suspended from quotation for more 120 days, in which case no payment is required.

If the TNZ Initial Shares are not applied towards the Shares to be issued to Towards Net Zero, the cash payment must be made to ReNu Energy within 5 business days after all investment Shares are issued to Towards Net Zero or if the parties do not mutually agree to undertake the Tranche 3 Investment within 24 months of the Tranche 1 Investment.

On 30 October 2023, ReNu Energy also issued 2,086,957 Shares to Towards Net Zero (**TNZ Fee Shares**) in satisfaction of a \$48,000 fee payable under the terms of the Investment Agreement. The issue of the TNZ Initial Shares and TNZ Fee Shares were ratified by Shareholders for purposes of ASX Listing Rule 7.4 at the shareholders' meeting held on 30 November 2023.

### 5.3 **Tranche 1 investment**

On 30 October 2023, ReNu Energy received the Tranche 1 Investment from Towards Net Zero of \$300,000 as a prepayment for \$348,000 worth of Shares at the Issue Price.

On 22 December 2023, 4 January 2024 and 16 January 2024, instead of issuing shares to Towards Net Zero, ReNu Energy elected to make a cash payments to Towards Net Zero equal to (in aggregate) the equivalent value of the Shares at the Issue Price in satisfaction of the Tranche 1 Investment. As a result, the Tranche 1 Investment was fully repaid in cash by ReNu Energy, and no Shares were issued in relation to the Tranche 1 Investment.

### 5.4 **Tranche 2 Investment**

On 21 February 2024, Towards Net Zero paid \$250,000 to ReNu Energy as a prepayment for \$272,500 worth of Shares at the Issue Price under the Tranche 2 Investment.

ReNu Energy has issued the following Shares in accordance with the Investment Agreement in satisfaction of the \$272,500 balance of the Tranche 2 Investment:

- (a) on 8 April 2024, ReNu Energy issued 16,666,667 Shares at an issue price of \$0.006 per Share to Towards Net Zero (**TNZ April Shares**); and
- (b) on 20 May 2024, ReNu Energy issued 34,500,000 Shares at an issue price of \$0.005 per Share (**TNZ May Shares**).

Towards Net Zero may still elect, before 30 October 2024, to make a further investment under the Tranche 2 Investment of \$250,000 as a prepayment for an additional \$272,500 worth of shares.

### 5.5 **ASX Listing Rules**

In general terms and subject to a number of exceptions, ASX Listing Rule 7.1 imposes a 15% cap on the number of equity securities that can be issued by ReNu Energy without shareholder approval in any 12 month period.

As the TNZ April Shares and TNZ May Shares that were issued on 8 April 2024 and 20 May 2024, respectively, were issued without prior shareholder approval, they reduce ReNu Energy's available 15% Placement Capacity and Enhanced Placement Capacity.

ASX Listing Rule 7.4 provides that an issue of securities made by a company without the prior approval of shareholders may be treated as having been made with shareholder approval if:

- (a) at the time the issue took place, it did not breach ASX Listing Rule 7.1; and
- (b) the shareholders of the company, in a general meeting, subsequently approve the issue of the securities.

The issue of the TNZ April Shares and TNZ May Shares did not breach ASX Listing Rules 7.1. Accordingly, ReNu Energy seeks shareholder ratification for the TNZ April Shares and TNZ May Shares, in accordance with ASX Listing Rule 7.4.

## 5.6 Effect of shareholder approval (information required under ASX Listing Rule 14.1A)

If Resolutions 4 and 5 are passed, the issue of the TNZ April Shares and TNZ May Shares will not reduce ReNu Energy's 15% Placement Capacity and Enhanced Placement Capacity, essentially resetting ReNu Energy's 15% Placement Capacity and Enhanced Placement Capacity.

If Resolutions 4 and 5 are not passed, the issue of the TNZ April Shares and TNZ May Shares will be included in calculating ReNu Energy's 15% Placement Capacity and Enhanced Placement Capacity, effectively reducing the number of securities it can issue without shareholder approval over the 12-month period following the issue date.

## 6 Resolution 4 – Ratification of prior issue of shares to Towards Net Zero (April 2024)

### 6.1 Background

The background to the TNZ April Shares is set out in Section 5 of the Explanatory Memorandum.

### 6.2 Information required by ASX Listing Rule 7.5

The following information is required by ASX Listing Rule 7.5 for the purposes of shareholder ratification under ASX Listing Rule 7.4:

ASX Listing Rule 7.5	Disclosure
The names of the persons to whom the entity issued the securities	Towards Net Zero, LLC
Number and class of securities allotted	16,666,667 fully paid ordinary shares in ReNu Energy
The terms of the securities issued	All TNZ April Shares are fully paid ordinary shares in ReNu Energy that rank pari passu and form one class with all other ordinary shares of ReNu Energy.
The date the securities were issued	The TNZ April Shares were issued on 8 April 2024.
The price or other consideration ReNu Energy has received for the securities	The TNZ April Shares were issued for \$0.006 per Share.
The use (or intended use) of the funds raised	Funds raised have been used to progress ReNu Energy's Tasmanian green hydrogen projects and for general corporate costs and additional working capital requirements.
Summary of material terms of agreement	The TNZ April Shares were issued under the terms of the Investment Agreement. The material terms of the Investment Agreement are set out in section 5 of the Explanatory Memorandum and ReNu Energy's ASX announcement dated 23 October 2023.
Voting exclusion statement	A voting exclusion applies to this resolution – please see the notes to Resolution 4.

### 6.3 Directors' Recommendation

The Board unanimously recommend that shareholders vote in favour of Resolution 4.

## **7 Resolution 5 – Ratification of prior issue of shares to Towards Net Zero (May 2024)**

### **7.1 Background**

The background to the TNZ May Shares is set out in Section 5 of the Explanatory Memorandum.

### **7.2 Information required by ASX Listing Rule 7.5**

The following information is required by ASX Listing Rule 7.5 for the purposes of shareholder ratification under ASX Listing Rule 7.4:

<b>ASX Listing Rule 7.5</b>	<b>Disclosure</b>
<b>The names of the persons to whom the entity issued the securities</b>	Towards Net Zero, LLC
<b>Number and class of securities allotted</b>	34,500,000 fully paid ordinary shares in ReNu Energy
<b>The terms of the securities issued</b>	All TNZ May Shares are fully paid ordinary shares in ReNu Energy that rank pari passu and form one class with all other ordinary shares of ReNu Energy.
<b>The date the securities were issued</b>	The TNZ May Shares were issued on 20 May 2024.
<b>The price or other consideration ReNu Energy has received for the securities</b>	The TNZ April Shares were issued for \$0.005 per Share.
<b>The use (or intended use) of the funds raised</b>	Funds raised have been used to progress ReNu Energy's Tasmanian green hydrogen projects and for general corporate costs and additional working capital requirements.
<b>Summary of material terms of agreement</b>	The TNZ May Shares were issued under the terms of the Investment Agreement. The material terms of the Investment Agreement are set out in section 5 of the Explanatory Memorandum and ReNu Energy's ASX announcement dated 23 October 2023.
<b>Voting exclusion statement</b>	A voting exclusion applies to this resolution – please see the notes to Resolution 5.

### **7.3 Directors' Recommendation**

The Board unanimously recommend that shareholders vote in favour of Resolution 5.

## Schedule 1 – Definitions

Term	Meaning
<b>15% Placement Capacity</b>	has the meaning given in Section 1.2.
<b>ASX</b>	means ASX Limited ABN 98 008 624 691 or, as the context requires, the securities market operated by ASX Limited.
<b>ASX Listing Rules</b>	means the listing rules of ASX as in force from time to time.
<b>Associate</b>	has the meaning given to that term in the Corporations Act and <b>associated</b> has a corresponding meaning.
<b>Board</b>	means the board of Directors of ReNu Energy from time to time.
<b>Corporations Act</b>	means the Corporations Act 2001 (Cth) as amended from time to time.
<b>Directed Proxy Form</b>	means a Proxy Form which specifies how the proxy is to vote.
<b>Directors</b>	means the directors of ReNu Energy from time to time.
<b>Enhanced Placement Capacity</b>	has the meaning given in Section 1.2.
<b>Entitlement Offer</b>	has the meaning given in Section 1.1.
<b>Explanatory Memorandum</b>	means the Explanatory Memorandum accompanying the Notice of Meeting.
<b>Floor Price</b>	has the meaning given in Section 5.2.
<b>General Meeting</b>	means the extraordinary general meeting of ReNu Energy shareholders to be held on 8 July 2024.
<b>Investment Agreement</b>	means the investment agreement between ReNu Energy and Towards Net Zero, LLC dated 23 October 2023.
<b>Issue Price</b>	has the meaning given in Section 5.2.
<b>Notice of Meeting</b>	means the notice convening the General Meeting, which accompanies this Explanatory Memorandum.
<b>Options</b>	has the meaning given in Section 1.3.
<b>Placement</b>	has the meaning given in Section 1.1.
<b>Placement Shares</b>	has the meaning given in Section 1.1.
<b>Proxy Form</b>	means the proxy form attached to the Notice of Meeting.
<b>ReNu Energy</b>	means ReNu Energy Limited ACN 095 006 090.
<b>Share</b>	means a fully paid ordinary share in the capital of ReNu Energy.
<b>Sub-Underwriter</b>	Cygnit Capital Pty Ltd.
<b>TNZ April Shares</b>	has the meaning given in Section 5.4.
<b>TNZ Initial Shares</b>	has the meaning given in Section 5.2.
<b>TNZ May Shares</b>	has the meaning given in Section 5.4.

Term	Meaning
<b>Tranche 1 Investment</b>	has the meaning given in Section 5.2.
<b>Tranche 2 Investment</b>	has the meaning given in Section 5.2.
<b>Tranche 3 Investment</b>	Has the meaning given in Section 5.2.
<b>Undirected Proxy Form</b>	means a Proxy Form which does not specify how the proxy is to vote.
<b>Underwriter</b>	PAC Partners Securities Pty Ltd
<b>Underwriting Agreement</b>	means the underwriting agreement between ReNu Energy and the Underwriter dated 21 November 2023.

## Schedule 2 – Terms and conditions of issue (Options)

### Entitlement

- 1 Subject to and conditional upon any adjustment in accordance with these conditions, each Option entitles the holder to subscribe for one fully paid ordinary share in ReNu Energy (**Share**) upon payment of the Exercise Price. No amount is payable by the Underwriter or Sub-Underwriter on the issue of the Options.

### Exercise Price

- 2 The Exercise Price of each Option is \$0.0165 (**Exercise Price**).

### Exercise Period

- 3 An Option is exercisable at any time on or before 5.00pm (Brisbane time) on the date which is three years after the date on which the Option is granted (**Expiry Date**). Options not exercised by the Expiry Date lapse.

### Manner of exercise of Options

- 4 Each Option may be exercised by notice in writing addressed to ReNu Energy's registered office. The minimum number of Options that may be exercised at any one time is 100,000 or the balance of any Options held by the Option holder. Payment of the Exercise Price for each Option in cleared funds must accompany each notice of exercise of Option. All cheques must be payable to ReNu Energy and be crossed 'not negotiable'.

### Ranking of Shares

- 5 Shares issued on the exercise of Options will rank equally with all existing Shares on and from the date of issue in respect of all rights issues, bonus share issues and dividends which have a record date for determining entitlements on or after the date of issue of those Shares.

### Timing of issue of Shares

- 6 After an Option is validly exercised, ReNu Energy must as soon as possible:
  - (a) issue and allot the Share within 10 business days; and
  - (b) apply for quotation of all Shares allotted pursuant to the exercise of the Options on ASX within 5 Business Days after the date of allotment of those Shares, subject to the Corporations Act 2001 and the ASX Listing Rules.

### Options transferrable

- 7 Options may be transferred in the same manner as Shares and may be exercised by any other person or body corporate.

### Participation in new issues

- 8 A holder of Options may participate in new issues of securities to holders of Shares only if and to the extent that:
  - (a) an Option has been exercised; and
  - (b) a Share has been issued in respect of the exercise before the record date for determining entitlements to the new issue.

## **Reconstructions**

- 9 If there is any reconstruction of the issued share capital of ReNu Energy, the number of Shares to which the holder of Options is entitled, and/or the Exercise Price, must be reconstructed in a manner which complies with the ASX Listing Rules (which will not result in any benefits being conferred on the Option holder which are not conferred on shareholders and subject to the provisions with respect to rounding of entitlements as sanctioned by the meeting of shareholders approving the reconstruction of capital), but in all other respects, the terms for the exercise of an Option will remain unchanged.

## **Adjustment for bonus issues of Shares**

- 10 If ReNu Energy makes a bonus issue of Shares or other securities to existing shareholders (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment):
- (a) the number of Shares which must be issued on the exercise of an Option will be increased by the number of Shares which the holder would have received if they had exercised the Option before the record date for the bonus issue; and
  - (b) no change will be made to the Exercise Price.

## Schedule 3 – Summary of Underwriting Agreement

### General

- 1 ReNu Energy entered into the Underwriting Agreement with PAC Partners Securities Pty Ltd (ABN 68 623 653 912 AFSL 335 374) on 21 November 2023. Under the Underwriting Agreement, the Underwriter agreed to underwrite the issue of up to 181,906,130 Shares offered at \$0.011 per Share under the Entitlement Offer by subscribing or procuring the subscription to any shortfall under the Entitlement Offer.

### Sub-Underwriting

- 2 The Underwriter reserved the right, at any time, to appoint sub-underwriters in respect of any part of the Entitlement Offer. Any sub-underwriters appointed by the Underwriter may be paid a fee determined by negotiation with the relevant sub-underwriter. Any sub-underwriter's fees in respect of the Entitlement Offer will be paid by the Underwriter.

### Fees and expenses

- 3 The Underwriter is entitled to receive an underwriting fee of 6.0% of the gross proceeds of the Entitlement Offer and 50 million options to acquire shares in ReNu Energy, with an exercise price of \$0.0165, expiring 3 years after the date they are issued, and otherwise on the terms and conditions set in Schedule 2.

### Termination events

- 4 The Underwriter's obligations under the Underwriting Agreement, including to underwrite and manage the Entitlement Offer, were conditional on certain matters (which if not satisfied by the time required, entitled the Underwriter to terminate its obligations under the Underwriting Agreement). The Underwriting Agreement was also terminable by the Underwriter in certain other circumstances, as summarised below:
  - (i) any certificate which is required to be furnished by ReNu Energy under the Underwriting Agreement is not furnished when required or any statement in a certificate is untrue, inaccurate, incomplete or misleading or deceptive in any material respect;
  - (ii) ReNu Energy is prevented from issuing the new shares within the time required by the ASX Listing Rules, applicable laws, an order of a court or a Government Agency;
  - (iii) ReNu Energy fails to lodge the disclosure documents required for the Entitlement Offer (**Offer Documents**) when required;
  - (iv) the Offer Documents or any aspect of the Entitlement Offer does not comply in any material respect with the *Corporations Act 2001*, ASX Listing Rules or other applicable law, including if any of the Offer Documents is or becomes misleading or deceptive or likely to mislead or deceive in a material respect, or omits any information that is required under the *Corporations Act 2001*. This includes where any forecasts, expressions of opinion, intention or expectation expressed in the Offer Documents, are not, in all material respects, based on reasonable assumptions;
  - (v) ReNu Energy withdraws the Entitlement Offer;
  - (vi) ReNu Energy becomes required to give or gives a correcting notice under subsection 708AA(10) of the *Corporations Act 2001* other than as a result of a new circumstance arising;
  - (vii) the S&P/ASX 200 Index falls, at any time from entry into the Underwriting Agreement up to completion of the Entitlement Offer, by 10% or more;
  - (viii) there is an application to a government agency (including, without limitation, the Takeovers Panel) for an order, declaration (including, in relation to the Takeover Panel, of unacceptable circumstances) or other remedy, or a government agency commences any investigation or hearing or announces its intention to do so, in each case in connection with the Entitlement Offer (or any part of it) or any agreement entered into in respect of the Entitlement Offer (or any part of it);

- (ix) approval is refused or not granted, or approval is granted subject to conditions other than customary conditions, to the quotation of any new shares by ASX or such approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld;
- (x) a Director of ReNu Energy is charged with an indictable offence;
- (xi) any government agency commences any public action against a Director of ReNu Energy or announces that it intends to take any such action;
- (xii) any Director of ReNu Energy is disqualified from managing a corporation under the Corporations Act;
- (xiii) ReNu Energy or any of its subsidiaries is insolvent or there is an act or omission which may result in the ReNu Energy or any of its subsidiaries becoming insolvent;
- (xiv) any ReNu Energy shareholder makes an application to the Takeovers Panel in connection with the Entitlement Offer and the Takeovers Panel elects to hear the application, and the application is not withdrawn or rejected;
- (xv) unconditional approval (or conditional approval, provided such condition would not have a material adverse effect on the success or settlement of the Entitlement Offer) by the ASX for official quotation of the new shares is refused, or is not granted, by the settlement date, or is withdrawn on or before the settlement date or ASX indicates to ReNu Energy or the Underwriter that official quotation of the new shares will not be granted;
- (xvi) any event specified in the timetable is delayed for more than 2 Business Days without the prior written consent of the Underwriter;
- (xvii) ASIC issues an order (including an interim order, other than an interim order which does not become public) under section 739 of the Corporations Act or holds a hearing under such section (other than a hearing which does not become public);
- (xviii) ASIC applies for an order under Part 9.5 of the Corporations Act in relation to the Entitlement Offer or an Offer Document (other than an application which does not become public and is dismissed or withdrawn by ASIC within 2 Business Days or before the Settlement Date, whichever occurs sooner, or ASIC commences any investigation or hearing under the *Australian Securities and Investments Commission Act 2001* in relation to the Entitlement Offer or the Offer Documents;
- (xix) any person (other than the Underwriter) who has previously consented to the inclusion of its name in any Offer Document withdraws that consent;
- (xx) any person gives a notice under section 730;
- (xxi) \* in the reasonable opinion of the Underwriter, a new circumstance arises that would have been required to be disclosed in the Offer Documents had it arisen before the Offer Documents were lodged with ASX;
- (xxii) \*any information made public to ASX by ReNu Energy includes a statement which is or becomes misleading or deceptive or likely to mislead or deceive or any forecasts, expressions of opinion, intention or expectation which are not based on reasonable assumptions;
- (xxiii) \*any information supplied by or on behalf of ReNu Energy to the Underwriter is or becomes misleading or deceptive in a material respect, including by way of omission;
- (xxiv) \*hostilities not presently existing commence (whether war has been declared or not) or a major escalation in existing hostilities occurs (whether war has been declared or not) involving any one or more of the United States, Australia, New Zealand, United Kingdom, France, Israel, Germany, Russia, North Korea, South Korea, China, Japan or a member state of the European Union or the declaration by any of these countries of a national emergency or war or a major terrorist act is perpetrated anywhere in the world;

- (xxv) \*there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any State of Australia, or any Federal or State authority of Australia adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of the Underwriting Agreement), any of which does or is likely to prohibit or regulate the Entitlement Offer, capital issues or stock markets or adversely affects ReNu Energy or investors in it;
- (xxvi) \*contravention by ReNu Energy or any of its subsidiaries of the Corporations Act, ReNu Energy's constitution or ASX Listing Rules, or ReNu Energy commits a fraudulent act;
- (xxvii) \*ReNu Energy fails to perform or observe any of its obligations under the Underwriting Agreement;
- (xxviii) \*a representation or warranty made or given by ReNu Energy under the Underwriting Agreement proves to be, or has been, or becomes, untrue or incorrect;
- (xxix) \*there is a suspension or material limitation in trading in securities generally or any adverse change or disruption to the existing financial markets, political or economic conditions of Australia, Japan, Hong Kong, China, United Kingdom, United States, a member state of the European Union, or the international financial markets or any change in national or international political, financial or economic conditions;
- (xxx) \*a general moratorium on commercial banking activities is declared by the relevant central banking authority in any country referred to in the dot point above;
- (xxxi) \*any adverse change or disruption to the existing financial markets, political or economic conditions of any country referred to in the dot point above;
- (xxxii) \*a change in the senior management of ReNu Energy or in the board of directors of ReNu Energy is announced or occurs;
- (xxxiii) \*there is an adverse change, or an event occurs which is likely to give rise to an adverse change, in the financial position, results, operations or prospects of ReNu Energy;
- (xxxiv) \*ReNu Energy varies any term of its constitution without the prior written consent of the Underwriter to the terms of the variation, such consent not to be unreasonably withheld;
- (xxxv) \*ReNu Energy alters its issued capital, disposes or attempts to dispose of a substantial part of the business or property of ReNu Energy without the prior written consent of the Underwriter (which must not be unreasonably withheld or delayed); or
- (xxxvi) \*ReNu Energy or any of its subsidiaries charges, or agrees to charge, the whole or a substantial part of the business or property of ReNu Energy other than a charge over any fees or commissions to which ReNu Energy is or will be entitled, as disclosed in the Offer Document, or as agreed with the Underwriter (acting reasonably).

For those events marked by an asterisk (\*), the Underwriter may not exercise its rights to terminate its obligations under the Underwriting Agreement unless, in the reasonable opinion of the Underwriter, the event has, or is likely to: (a) have a material adverse effect on the success, marketing or settlement of the Entitlement Offer, the value of ReNu Energy shares or the willingness of investors to subscribe for new shares under the Entitlement Offer or the performance of the secondary trading market for such new shares at any time during the 30 day period following the settlement date; or (b) cause a contravention by the Underwriter of, or the Underwriter being involved in the contravention of, the Corporations Act or any other applicable law or liability of the Underwriter under the Corporations Act or any other applicable law.

## Other

- 5 ReNu Energy also gives certain representations, warranties and undertakings to the Underwriter and an indemnity to the Underwriter and certain affiliated parties, subject to certain carve outs which are customarily found in underwriting agreements for transactions of this size and type.

## LODGE YOUR VOTE



## ONLINE

<https://investorcentre.linkgroup.com>


## BY MAIL

ReNu Energy Limited  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia



## BY FAX

+61 2 9287 0309



## BY HAND

Parramatta Square, Level 22, Tower 6,  
10 Darcy Street, Parramatta NSW 2150



## ALL ENQUIRIES TO

Telephone: +61 1300 554 474



X99999999999

## PROXY FORM

I/We being a member(s) of ReNu Energy Limited and entitled to attend and vote hereby appoint:

## APPOINT A PROXY

☐ the Chairman of the Meeting (mark box)

**OR** if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the General Meeting of the Company to be held at **2:00pm (AEST) on Monday, 8 July 2024 at ReNu Energy Limited, Level 2, 52 McDougall Street, Milton QLD 4064 (the Meeting)** and at any postponement or adjournment of the Meeting.

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.

## VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting.

Please read the voting instructions overleaf before marking any boxes with an ☒

## Resolutions

- 1 Ratification of prior issue of Placement Shares
- 2 Ratification of prior issue of options to the Underwriter
- 3 Ratification of prior issue of options to the Sub-Underwriter
- 4 Ratification of prior issue of shares to Towards Net Zero (April 2024)

For Against Abstain\*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 5 Ratification of prior issue of shares to Towards Net Zero (May 2024)

For Against Abstain\*

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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\* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

## SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)

Sole Director and Sole Company Secretary

Joint Shareholder 2 (Individual)

Director/Company Secretary (Delete one)

Joint Shareholder 3 (Individual)

Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

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## HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

### YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

### APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

### DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form.

### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

### APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- return both forms together.

### SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

**Individual:** where the holding is in one name, the holder must sign.

**Joint Holding:** where the holding is in more than one name, either shareholder may sign.

**Power of Attorney:** to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, 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 indicate the office held by signing in the appropriate place.

### CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" must be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's share registry or online at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au).

### LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **2:00pm (AEST) on Saturday, 6 July 2024**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



#### ONLINE

<https://investorcentre.linkgroup.com>

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).



#### BY MOBILE DEVICE

Our voting website is designed specifically for voting online. You can now lodge your proxy by scanning the QR code adjacent or enter the voting link <https://investorcentre.linkgroup.com> into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

#### QR Code



To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.



#### BY MAIL

ReNu Energy Limited  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235  
Australia



#### BY FAX

+61 2 9287 0309



#### BY HAND

delivering it to Link Market Services Limited\*  
Parramatta Square  
Level 22, Tower 6  
10 Darcy Street  
Parramatta NSW 2150

\*During business hours Monday to Friday (9:00am - 5:00pm)

**IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU.  
THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.**