Appendix 9A
Restriction Deed

We, the persons in:

- Item 1 of the schedule ("entity");

- Item 2 of the schedule ("holder");

- Item 3 of the schedule ("controller"),

agree as follows.

Introduction

A.   The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B.   We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C.   We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1.   During the escrow period, the holder must not:

   (a)   ⁺dispose of, or agree or offer to ⁺dispose of, the restricted securities;

   (b)   create, or agree or offer to create, any security interest in the restricted securities; or

   (c)   do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2.   During the escrow period, a controller must not:

   (a)   ⁺dispose of, or agree or offer to ⁺dispose of, the controller interests;

   (b)   create, or agree or offer to create, any security interest in the controller interests; or

   (c)   do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3.   The holder agrees that the restricted securities are to be kept on the entity's [{if the securities are in a class that is or is to quoted} ⁺issuer sponsored subregister and are to have a ⁺holding lock applied / {if the securities are not in a class that is or is to quoted} ⁺certificated subregister and the certificates for the securities are to be held in escrow in accordance with the listing rules] for the duration of the escrow period.

Warranties

4.   If item 3 of the schedule is completed, the holder and each ⁺controller warrant that:

(a) the holder has the ⁺controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

(b) there are no other controllers or controller interests; and

(c) the holder and each ⁺controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a ⁺controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

(a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

(b) if the holder is not one or more individuals, the holder has no ⁺controller; and

(c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

(a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

(b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

(c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each ⁺controller warrant that:

(a) full particulars of security interests which have been created over the controller interests are set out in item 9;

(b) apart from those security interests, the ⁺controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

(c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each ⁺controller warrant that the ⁺controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a ⁺controller breach this deed:

(a) the holder and each ⁺controller must take the steps necessary to rectify the breach;

(b) the entity must take the steps necessary to enforce the agreement;

(c) the entity must refuse to acknowledge any ⁺disposal (including, without limitation, to register any transfer) of any of the ⁺restricted securities in breach of this deed; and

(d) the holder of the ⁺restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the ⁺restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the ⁺securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the ⁺restricted securities or the holder of the ⁺restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the ⁺securities set out in item 6 of the schedule and any ⁺securities attaching to or arising out of those ⁺securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1. Entity's name and address: Orcoda Limited Unit 1 39 Navigator Place Hendra Queensland 4011

2. Holder's name and address: Geoffrey Williams 240 Lion Creek Road Rockhampton Queensland 4700

3. Each ⁺controllers' name and address: Geoffrey Williams 240 Lion Creek Road Rockhampton Queensland 4700

4. Escrow period start date: the 10ᵗʰ December 2020

5. Escrow period end date: 9ᵗʰ December 2021

6. Particulars of restricted securities: 15,625,000

7. Particulars of controller interests: Beneficial;

APPENDIX 9A

RESTRICTION DEED.

Signing page

Executed by Orcoda Limited ACN 009 065 650

_____
Director/Sole Director/Sole Director and Secretary

Geoffrey Jamieson
Print full name of Director/Sole Director

_____
Director/Secretary (if applicable)

STEPHEN PRONK
Print full name of Director/Secretary

Executed by Pacific Energy Group Pty Ltd ACN 138 643 277

_____
Director/Sole Director/Sole Director and Secretary

Geoffrey Leonard Williams
Print full name of Director/Sole Director

Signed by Geoffrey Williams in the presence of

_____
Signature of Witness

Cherie Ann Layton
Print full name of Witness

_____
Geoffrey Williams