

20 April 2021

**Annual General Meeting of 88 Energy Limited  
to be held on 21 May 2021 at 10:00am (WST)**

Dear Shareholder,

You are invited to attend the Annual General Meeting of the shareholders of 88 Energy Limited (**Company**) (ASX: 88E) to be held on 21 May 2021 at 10:00am (WST) at:

**Vibe Hotel Subiaco, Level 9, 9 Alvan Street, Subiaco WA 6008.**

In accordance with the 'no action' position taken by ASIC, announced on 29 March 2021, the notice of meeting, accompanying explanatory statement, and annexures (the **Meeting Materials**) are being made available to shareholders electronically. This means that:

- You are able to access the Meeting Materials online at the Company's website: [www.88energy.com](http://www.88energy.com).
- A complete copy of the Meeting Materials has been posted on the Company's ASX market announcements page.
- If you have nominated an email address and have elected to receive electronic communications from the Company, you will receive an email to your nominated email address with a link to an electronic copy of the Meeting Materials and the proxy form.

In order to be able to receive electronic communications from the Company in the future, please update your shareholder details online at [www.investorvote.com.au](http://www.investorvote.com.au) and log in with your unique shareholder identification number and postcode (or country for overseas residents), that you can find on your enclosed personalised proxy form.

Once logged in you can also lodge your proxy vote online by following the prompts. As a valued shareholder in the Company, we look forward to your participation in the meeting. If you prefer not to vote online, please return the attached proxy form to the share registry.

If you are unable to access the Meeting Materials online please contact the Company Secretary on +61 8 9485 0990 between 9:00am and 5:00pm (WST) Monday to Friday, to arrange a copy.

This announcement has been authorised by the Board.

**Yours faithfully**



**Dave Wall  
Managing Director  
88 Energy Ltd**



Media and Investor Relations:

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**88 ENERGY LIMITED**

**ACN 072 964 179**

**NOTICE OF ANNUAL GENERAL MEETING**

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Notice is given that the Meeting will be held at:

**TIME:** 10:00 am (WST)  
**DATE:** 21 May 2021  
**PLACE:** Vibe Hotel Subiaco  
Level 9  
9 Alvan Street  
Subiaco WA 6008

*This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.*

*Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 9485 0990.*

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## IMPORTANT INFORMATION

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### Time and place of Meeting

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Notice is given that the General Meeting of the Company will be held at 10:00am on 21<sup>st</sup> May 2021 at:

Vibe Hotel Subiaco, Level 9, 9 Alvan Street, Subiaco, WA 6008

### Your vote is important

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The business of the Meeting affects your shareholding and your vote is important.

### Voting eligibility

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The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4:00 pm (WST) on 19 May 2021.

DI Holders may attend the Meeting but will not be permitted to vote at the Meeting. For their votes to be counted DI Holders must submit their CREST Voting Instruction to the Company's agent by 4:00 pm (GMT) on 14 May 2021. Alternatively, DI Holders can vote using the enclosed Form of Instruction in accordance with the instructions below.

### Voting in person

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A shareholder that is an individual may attend and vote in person at the meeting. If you wish to attend the meeting, please bring the enclosed proxy form to the meeting to assist in registering your attendance and number of votes. Please arrive 20 minutes prior to the start of the meeting to facilitate this registration process.

### Voting by proxy

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If you do not wish to attend the meeting, you may appoint a proxy to attend and vote on your behalf. A body corporate may also appoint a proxy. A proxy need not be a shareholder. If a representative of a corporate proxy is to attend the meeting, you must ensure that the appointment of the representative is in accordance with section 250D of the Corporations Act. The corporate representative should bring to the meeting evidence of his or her appointment, including any authority under which the appointment is signed. A form of the certificate may be obtained from the Company's share registry.

If you are entitled to cast 2 or more votes, you are entitled to appoint up to 2 proxies to attend the meeting and vote on your behalf and may specify the proportion or number of votes that each proxy is entitled to exercise. If you do not specify the proportion or number of votes that each proxy is entitled to exercise, each proxy may exercise half of the votes. 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 the enclosed proxy form. To appoint a second proxy, you must follow the instructions on the proxy form.

Sections 250BB and 250BC of the Corporations Act took effect on 1 August 2011 and apply to voting by proxy. Shareholders and their proxies should be aware of these changes to the Corporations Act, as they will apply to this meeting. Broadly, the changes mean that:

- (a) if proxy holders vote, they must cast all directed proxies as directed; and
- (b) any directed proxies which are not voted will automatically default to the chairman of the meeting, who must vote the proxies as directed.

If the proxy has two or more appointments that specify different ways to vote on a resolution, the proxy must not vote on that resolution on a show of hands.

To be valid, your proxy form (and any power of attorney under which it is signed) must be received at an address given below by 10:00 am (WST) on 19 May 2021. Any proxy form received after that time will not be valid for the scheduled meeting.

**Online** At [www.investorvote.com.au](http://www.investorvote.com.au)

**By mail** Share Registry – Computershare Investor Services Pty Limited  
GPO Box 242,  
MELBOURNE VIC 3001

**By fax** 1800 783 447 (within Australia)  
+61 3 9473 2555 (outside Australia)

**By mobile** Scan the QR Code on your proxy form and follow the prompts

**Custodian** For Intermediary Online subscribers only (custodians) please visit

**Voting** [www.intermediaryonline.com](http://www.intermediaryonline.com) to submit your voting intentions

#### **United Kingdom (CREST Voting Instruction)**

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DI Holders in CREST may transmit voting instructions by utilising the CREST voting service in accordance with the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider, should refer to their CREST sponsor or voting service provider, who will be able to take appropriate action on their behalf.

In order for instructions made using the CREST voting service to be valid, the appropriate CREST message (**CREST Voting Instruction**) must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual (available via [www.euroclear.com/CREST](http://www.euroclear.com/CREST)).

To be effective, the CREST Voting Instruction must be transmitted so as to be received by the Company's agent (3RA50) no later than 4:00 pm (GMT) on 14 May 2021. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the CREST Voting Instruction by the CREST applications host) from which the Company's agent is able to retrieve the CREST Voting Instruction by enquiry to CREST in the manner prescribed by CREST. DI Holders in CREST and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the transmission of CREST Voting Instructions. It is the responsibility of the DI Holder concerned to take (or, if the DI Holder is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that the CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a CREST Voting Instruction is transmitted by means of the CREST voting service by any particular time.

In this connection, DI Holders and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

***Form of Instruction***

DI Holders are invited to attend the Meeting but are not entitled to vote at the Meeting. In order to have votes cast at the Meeting on their behalf, DI Holders must complete, sign and return the Forms of Instruction sent to them together with this Notice to the Company's agent, Computershare UK, by no later than 4:00 pm (GMT) on 14 May 2021.

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## BUSINESS OF THE MEETING

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### AGENDA

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#### 1. FINANCIAL STATEMENTS AND REPORTS

To receive and consider the annual financial report of the Company for the financial year ended 31 December 2020 together with the declaration of the Directors, the Directors' report, the Remuneration Report, and the Auditor's report.

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#### 2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **non-binding resolution**:

*"That, for the purposes of Section 250R(2) of the Corporations Act, and for all other purposes, the Remuneration Report forming part of the Company's 2020 Annual Report be and is hereby adopted."*

**Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.**

**Voting Prohibition Statement:**

A vote on this Resolution must not be cast (in any capacity) by or on behalf of either of the following persons:

- (a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or
  - (b) a Closely Related Party of such a member.
- However, a person (the **voter**) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:
- (c) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
  - (d) the voter is the Chair and the appointment of the Chair as proxy:
    - (i) does not specify the way the proxy is to vote on this Resolution; and
    - (ii) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

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#### 3. RESOLUTION 2 – RE-ELECTION OF STEPHEN STALEY AS A DIRECTOR

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

*"That, for the purposes of rule 11.2 of the Constitution, and for all other purposes, Stephen Staley, a Director, retires by rotation, and being eligible, is re-elected as a Director."*

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#### 4. RESOLUTION 3 – APPROVAL OF 7.1A MANDATE

To consider and, if thought fit, to pass the following Resolution as a **special resolution**:

*"That, for the purposes of Listing Rule 7.1A and for all other purposes, approval is given to the Company to issue up to that number of Equity Securities equal to 10% of the issued capital of the Company at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and on the terms and conditions set out in the Explanatory Statement."*

**Voting Exclusion Statement:** A person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).

However, this does not apply to a vote cast in favour of the Resolution by:

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

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#### 5. RESOLUTION 4 – RATIFICATION OF ISSUE OF PLACEMENT SHARES ISSUED UNDER LISTING RULE 7.1

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, Shareholders ratify the issue of 1,500,000,000 Shares on the terms and conditions set out in the Explanatory Statement."*

**Voting Exclusion Statement:**

The Company will disregard any votes cast in favour of the Resolution by or on behalf of any of the Placement Participants or any of their associates.

However, this does not apply to a vote cast in favour of the Resolution by:

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

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**6. RESOLUTION 5 – RATIFICATION OF ISSUE OF TRANSACTION FEE SHARES ISSUED UNDER LISTING RULE 7.1**

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, Shareholders ratify the issue of 47,619,048 Shares on the terms and conditions set out in the Explanatory Statement."*

**Voting Exclusion Statement:**

The Company will disregard any votes cast in favour of the Resolution by or on behalf of any of the Placement Participants or any of their associates.

However, this does not apply to a vote cast in favour of the Resolution by:

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

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**7. RESOLUTION 6 – ISSUE OF PERFORMANCE RIGHTS TO MANAGING DIRECTOR – ASHLEY GILBERT**

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

*"That for the purpose of Listing Rule 10.14 and for all other purposes, approval is given for the Company to grant up to 11,200,000 Performance Rights under the Company's Performance Rights Plan (PRP) approved by Shareholders on 15 October 2018 to Ashley Gilbert (or his nominee) on the terms and conditions set out in the Explanatory Statement."*

**Voting Exclusion Statement:**

Ashley Gilbert (or his nominee) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.

A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the proxy is either:
  - (i) a member of the Key Management Personnel; or
  - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on this Resolution. Provided the Chair is not a Resolution 7 Excluded Party, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

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**8. RESOLUTION 7 – RATIFICATION OF ISSUE OF SUBSCRIPTION SHARES UNDER LISTING RULE 7.1A**

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, Shareholders ratify the issue of 360,000,000 Shares on the terms and conditions set out in the Explanatory Statement."*

**Voting Exclusion Statement:**

The Company will disregard any votes cast in favour of the Resolution by or on behalf of any of the Placement Participants or any of their associates.

However, this does not apply to a vote cast in favour of the Resolution by:

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

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**9. RESOLUTION 8 - CONDITIONAL SPILL RESOLUTION**

**If less than 25% of the votes cast on Resolution 1 are voted against adoption of the Remuneration Report, the Chair will withdraw Resolution 8.**

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

*"That, for the purposes of section 250V(1) of the Corporations Act and for all other purposes, approval is given for:*

*(a) the Company to hold another meeting of Shareholder within 90 days of the date of this Meeting (**Spill Meeting**);*

*(b) all of the Directors (other than the Managing Director) in office when the resolution to approve the Directors' Report for the financial year ended 31 December 2020 was passed (being Michael Evans and Stephen Staley) and who remain in office at the time of the Spill Meeting, cease to hold office immediately before the end of the Spill Meeting; and*

*(c) resolutions to appoint persons to offices that will be vacated immediately before the end of the Spill Meeting to be put to the vote at the Spill Meeting."*

**Voting Prohibition Statement:**

A vote on this Resolution must not be cast (in any capacity) by or on behalf of any of the following persons:

- (a) a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or
- (b) a Closely Related Party of such a member.

However, a person (the **voter**) described above may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

- (c) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on this Resolution; or
- (d) the voter is the Chair and the appointment of the Chair as proxy:
  - (iii) does not specify the way the proxy is to vote on this Resolution; and
  - (iv) expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

**Dated: 20 April 2021**

**By order of the Board**

**Michael Evans**  
**Chairman**

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## EXPLANATORY STATEMENT

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This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

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### 1. FINANCIAL STATEMENTS AND REPORTS

In accordance with the Constitution, the business of the Annual General Meeting will include receipt and consideration of the annual financial report of the Company for the period from 1 January 2020 to 31 December 2020 together with the Directors' declaration, the Directors' Report, the Remuneration Report and the Auditor's Report.

The Company will not provide a hard copy of the Company's annual financial report to Shareholders unless specifically requested to do so. The Company's annual financial report is available on its website [www.88energy.com](http://www.88energy.com) or on the ASX platform for "88E" [www.asx.com.au](http://www.asx.com.au).

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### 2. RESOLUTION 1 – ADOPTION OF REMUNERATION REPORT

#### 2.1 General

The Corporations Act requires that at a listed company's annual general meeting, a resolution that the remuneration report be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The remuneration report sets out the company's remuneration arrangements for the directors and senior management of the company. The remuneration report is part of the directors' report contained in the annual financial report of the company for a financial year.

The chair of the meeting must allow a reasonable opportunity for its shareholders to ask questions about or make comments on the remuneration report at the annual general meeting.

#### 2.2 Voting consequences

Under the Corporations Act, a company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the Managing Director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

## 2.3 Previous voting results

At the Company's previous annual general meeting the votes cast against the remuneration report considered at that Annual General Meeting were more than 25%. Accordingly, the Spill Resolution has been included for this Annual General Meeting and will be relevant for this Annual General Meeting if at least 25% of the votes cast on this Resolution 1 are voted against adoption of the Remuneration Report. Refer to Resolution 8 for further information.

## 2.4 Proxy voting restrictions

Shareholders appointing a proxy for this Resolution should note the following:

Proxy	Directions given	No directions given
Key Management Personnel <sup>1</sup>	Vote as directed	Unable to vote <sup>3</sup>
Chair <sup>2</sup>	Vote as directed	Able to vote at discretion of Proxy <sup>4</sup>
Other	Vote as directed	Able to vote at discretion of Proxy

### Notes:

<sup>1</sup> Refers to Key Management Personnel (other than the Chair) whose remuneration details are included in the Remuneration Report, or a Closely Related Party of such a member.

<sup>2</sup> Refers to the Chair (where he/she is also a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report), or a Closely Related Party of such a member).

<sup>3</sup> Undirected proxies granted to these persons will not be voted and will not be counted in calculating the required majority if a poll is called on this Resolution.

<sup>4</sup> The Proxy Form notes it is the Chair's intention to vote all undirected proxies in favour of all Resolutions.

## 3. RESOLUTION 2 – RE-ELECTION OF DR STEPHEN STALEY AS A DIRECTOR

### 3.1 Background

ASX Listing Rule 14.4 provides that a director of an entity must not hold office (without re-election) past the third AGM following the director's appointment or 3 year, whichever is the longer.

The Constitution of the Company requires that one third of the Directors in office (other than a Managing Director) must retire by rotation at each annual general meeting of the Company.

Dr Stephen Staley, who has served as a Director since 9 April 2014 and was last re-elected on 15 April 2019, retires by rotation and seeks re-election.

Stephen is a Fellow of the Geological Society, holds a BSc (Hons.) in Geophysics from Edinburgh University, a PhD in Petroleum Geology from Sheffield University and an MBA from Warwick University. Stephen was the co-founder and founding CEO of Upland Resources Ltd and founder and former Managing Director of Independent Resources plc. He is founder and Managing Director of Derwent Resources Limited and is the non-executive Chairman of Predator Oil and Gas Holdings PLC and of Nostra Terra Oil & Gas Company PLC. Stephen has over 35 years' experience in the energy sector, including Conoco and BP, with considerable experience in the European, African and Asian oil, gas and power sectors.

The Board considers Dr Staley to be an independent director.

The Board, with Dr Staley abstaining, recommends that Shareholders vote in favour of Resolution 2.



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## **4. RESOLUTION 3 – APPROVAL OF 7.1A MANDATE**

### **4.1 General**

Broadly speaking, and subject to a number of exceptions, ASX 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 period.

However, under ASX Listing Rule 7.1A, an eligible entity may seek shareholder approval by way of a special resolution passed at its annual general meeting to increase this 15% limit by an extra 10% to 25% (**7.1A Mandate**).

An 'eligible entity' means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of \$300,000,000 or less. The Company is an eligible entity for these purposes.

Resolution 3 seeks Shareholder approval by way of special resolution for the Company to have the additional 10% placement capacity provided for in Listing Rule 7.1A to issue Equity Securities without Shareholder approval.

If Resolution 3 is passed, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If Resolution 3 is not passed, the Company will not be able to access the additional 10% capacity to issue Equity Securities without Shareholder approval under Listing Rule 7.1A, and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

### **4.2 Technical information required by Listing Rule 7.1A**

Pursuant to and in accordance with ASX Listing Rule 7.3A, the information below is provided in relation to this Resolution 3:

#### **(a) Period for which the 7.1A Mandate is valid**

The 7.1A Mandate will commence on the date of the Meeting and expiring on the first to occur of the following:

- (i) the date that is 12 months after the date of this Meeting;
- (ii) the time and date of the Company's next annual general meeting; and
- (iii) the time and date of approval by Shareholders of any transaction under Listing Rule 11.1.2 (a significant change in the nature or scale of activities) or Listing Rule 11.2 (disposal of the main undertaking).

#### **(b) Minimum Price**

The minimum price at which the Equity Securities may be issued is 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 ASX trading days on which trades in that class were recorded immediately before:

- (i) the date on which the price at which the Equity Securities are to be issued is agreed; or
- (ii) if the Equity Securities are not issued within 5 ASX trading days of the date in section 4.2(a)(i), the date on which the Equity Securities are issued.

(c) **Use of funds raised under the 7.1A Mandate**

The Company intends to use funds raised from issues of Equity Securities under the 7.1A Mandate for the following purposes:

- (i) as cash consideration in which case the Company intends to use funds raised for potential production testing at Charlie-1 exploration well, possible cost overruns associated with the drilling of the Charlie-1 well, lease rentals and interest costs to maintain assets in good standing, ongoing geological and geophysical work, to allow the Company to review and pursue new opportunities that may arise, and for working capital; or
- (ii) as non-cash consideration for corporate advisory and capital raising services in relation to funds raised, projects and general working capital. In such circumstances the Company will provide a valuation of the non-cash consideration as required by listing Rule 7.1A.3.

The Company will comply with the disclosure obligations under ASX Listing Rules 7.1A(4) and 3.10.5A upon issue of any Equity Securities.

(d) **Risk of Economic and Voting Dilution**

Any issue of Equity Securities under the 7.1A Mandate will dilute the interests of Shareholders who do not receive any Shares under the issue.

If Resolution 3 is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 7.1A Mandate, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in ASX Listing Rule 7.1A(2), on the basis of the current market price of Shares and the current number of Equity Securities on issue as at the date of this Notice.

The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.

Number of Shares on Issue				
	Dilution	\$0.0135 50% decrease in Issue Price	\$0.027 Issue Price	\$0.054 100 % increase in Issue Price
12,521,590,431 (Current)	Issue Price	1,252,159,043 Shares	1,252,159,043 Shares	1,252,159,043 Shares
	Funds Raised	\$16,904,147	\$33,808,294	\$67,616,588
18,782,385,647 (50% increase)*	Shares issued	1,878,238,565 Shares	1,878,238,565 Shares	1,878,238,565 Shares
	Funds raised	\$25,356,220	\$50,712,441	\$101,424,882
25,043,180,862 (100% increase)*	Shares issued	2,504,318,086 Shares	2,504,318,086 Shares	2,504,318,086 Shares
	Funds raised	\$33,808,294	\$67,616,588	\$135,233,176

\*The number of Shares on issue (Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue conversion of options or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.

**The table above uses the following assumptions:**

1. There are currently 12,521,590,431 Shares on issue.
2. The issue price set out above is the closing price of the Shares on the ASX on 9 April 2021.
3. The Company issues the maximum possible number of Equity Securities under the 10% Placement Capacity.
4. The Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in ASX Listing Rule 7.2 or with approval under ASX Listing Rule 7.1 and that Resolutions 4, 5 and 7 are passed to ratify the issue of the Shares the subject of those Resolutions and refresh the Company's placement capacity.
5. The issue of Equity Securities under the 10% Placement Capacity consists only of Shares. It is assumed that no Options are exercised into Shares before the date of issue of the Equity Securities.
6. The calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own shareholding depending on their specific circumstances.
7. This table does not set out any dilution pursuant to approvals under ASX Listing Rule 7.1.
8. The 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%.
9. The table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 10% Placement Capacity, based on that Shareholder's holding at the date of the Meeting.

Shareholders should note that there is a risk that:

- (i) the market price for the Company's Shares may be significantly lower on the issue date than on the date of the Meeting; and
- (ii) the Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.

**(e) Allocation policy under the 10% Placement Capacity**

The recipients of the Equity Securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company.

The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors:

- (i) the purpose of the issue;
- (ii) alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue, share purchase plan, placement or other offer where existing Shareholders may participate;
- (iii) the effect of the issue of the Equity Securities on the control of the Company;
- (iv) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
- (v) prevailing market conditions; and
- (vi) advice from corporate, financial and broking advisers (if applicable).

(f) **Previous Approval under ASX Listing Rule 7.1A**

The Company previously obtained approval from its Shareholders pursuant to ASX Listing Rule 7.1A at its annual general meeting held on 9 April 2020 (**Previous Approval**).

The Company has issued under ASX Listing Rule 7.1A 384,491,072 Shares which were ratified by Shareholders at the 24 December 2020 General Meeting.

On 22 March 2021, the Company issued 360,000,000 Shares under ASX Listing Rule 7.1A (the subject of Resolution 7).

Otherwise, the Company has issued no further Shares under ASX Listing Rule 7.1A subsequent to the General Meeting of Shareholders on 24 December 2020.

During the 12 month period preceding the date of the Meeting, being on and from 21 May 2020 to 21 May 2021, the Company issued a total of 3,626,390,145 Shares under ASX Listing Rule 7.1 and 7.1A, and 143,868,000 Performance Rights which represents approximately 30% of the total diluted number of Equity Securities on issue in the Company on 12 April 2021 which was 12,521,590,431.

The Company has also issued 1,785,564,722 Shares under an exception of ASX Listing Rule 7.2.

Further details of the issues of Equity Securities by the Company during the 12-month period preceding the date of the Meeting are set out in Schedule 2.

### **4.3 Voting Exclusion**

A voting exclusion statement is included in this Notice. As at the date of this Notice, the Company has not invited any existing Shareholder to participate in an issue of Equity Securities under ASX Listing Rule 7.1A. Therefore, no existing Shareholders will be excluded from voting on Resolution 3.

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## 5. RESOLUTION 4 – RATIFICATION OF ISSUE OF PLACEMENT SHARES

### 5.1 Background to the Placement

As announced on 12 February 2021, the Company had recently completed a placement of 1,500,000,000 **Shares (Placement Shares)** to institutional and sophisticated investors (**Placement Participants**) at an issue price of \$0.008 per Share to raise \$12,000,000 (before costs) (**Placement**). Under the Placement, the Company issued 1,500,000,000 Shares pursuant to the Company's placement capacity under Listing Rule 7.1.

The purpose of the Placement was to raise funds to apply towards the following purposes:

- (a) the Company's share of any potential cost overruns associated with the drilling of the Merlin 1 well at Project Peregrine;
- (b) the Company's share of costs associated with subsequent flow testing operations at Merlin-1, in the event of success;
- (c) the plugging and abandonment costs assumed with the recently acquired Umiat Oil Field;
- (d) the Company's share of costs associated with the drilling of the Harrier-1 well at Project Peregrine; and
- (e) the Company's ongoing working capital requirements and general and administrative overheads for at least 12 months,

(together, the **Placement Funding Purposes**).

On 10 February 2021, the Company entered into a lead manager mandate with Euroz Hartleys Limited (ACN 104 195 057) (**Hartleys**), pursuant to which the Company engaged Hartleys to act as lead manager for the Placement (**Lead Manager Mandate**). Under the Lead Manager Mandate, the Company agreed to pay Hartleys a total fee equal to 6% of the gross amount of funds raised under the Placement.

For further details in respect of the Placement, refer to the Company's announcement released on the ASX platform on 12 February 2021.

### 5.2 Listing Rules 7.1 and 7.1A

Broadly 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 however, 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 to increase its limit to 25% at the annual general meeting held on 9 April 2020.

The issue of the Placement Shares does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it effectively uses up part of the 25% limit in Listing Rules 7.1 and 7.1A, reducing the Company's capacity to issue

further equity securities without Shareholder approval under Listing Rule 7.1 and 7.1A for the 12 month period following the date of issue of the Placement Shares.

### **5.3 Listing Rule 7.4**

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, 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 Placement Shares.

Resolution 4 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Placement Shares.

### **5.4 Technical information required by Listing Rule 14.1A**

If Resolution 4 is passed, the 1,500,000,000 Placement Shares issued pursuant to the Company's placement capacity under Listing Rule 7.1 will be excluded in calculating the Company's placement capacity under Listing Rule 7.1, 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 those Placement Shares.

If Resolution 4 is not passed, the 1,500,000,000 Placement Shares issued pursuant to the Company's placement capacity under Listing Rule 7.1 will be included in calculating the Company's placement capacity under Listing Rule 7.1, effectively decreasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of issue of those Placement Shares.

### **5.5 Technical 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:

- (a) the Placement Shares were issued to institutional and sophisticated investors identified by the Lead Manager through a bookbuild process, which involved the Lead Manager seeking expressions of interest to participate in the Placement. None of the participants in the Placement were related parties of the Company;
- (b) 1,500,000,000 Placement Shares were issued pursuant to Listing Rule 7.1 (ratification of which is sought under Resolution 4);
- (c) the 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;
- (d) the Placement Shares were issued on 22 February 2021;
- (e) the issue price was \$0.008 per Share. The Company has not and will not receive any other consideration for the issue of the Placement Shares;

- (f) the purpose of the issue of the Placement Shares was to raise \$12,000,000 (before costs), which the Company intends to apply towards the Placement Funding Purposes set out in Section 5.1 above;
- (g) the Placement Shares were not issued under an agreement;
- (h) the Placement Shares were not issued under, or to fund, a reverse takeover; and
- (i) a voting exclusion statement is included in both Resolution 4 of the Notice.

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## **6. RESOLUTION 5 – RATIFICATION OF ISSUE OF TRANSACTION FEE SHARES ISSUED UNDER LISTING RULE 7.1**

### **6.1 Background**

Under Resolution 5, the Company is seeking approval to issue Shares in satisfaction of their obligations under an advisory agreement, a summary of which is provided below and in Schedule 1 of this Notice.

#### **(a) Corporate Advisory Agreement**

On 24th September 2020, the Company entered into an advisory agreement with Elko International LLC (**Elko**) (**Advisory Agreement**). Under the Advisory Agreement, Elko agreed to facilitate an introduction of potential farminee's to the Company's Peregrine acreage farm-out process and to act as an advisor to facilitate with the negotiation and completion of a farm-out to Alaska Peregrine Development Company LLC. The Company agreed to pay to Elko a success-based fee, contingent on completion of the farm-out.

In part satisfaction of currently outstanding fees owed by the Company to Elko under the Advisory Agreement, the Company is seeking approval under Resolution 6 for the issue of Shares to Elko.

The Advisory Agreement specified a fee of 5% of gross funds receipted under any completed farm-out agreement, to be paid part cash and part shares.

### **6.2 General**

As announced on 5 January 2021, the Company issued a total of 47,619,048 Shares (**Transaction Fee Shares**) in lieu of cash payable in consideration for in satisfaction of their obligations under an advisory agreement. Specifically, the Company issued 47,619,048 Shares to Elko International LLC in lieu of cash payable in consideration for advisory services provided. The shares issued to Elko International LLC were issued in lieu of a cash fee of US\$250,000.

The Transaction Fee Shares were issued at a deemed issue price of \$0.007 per Share.

The Transaction Fee Shares were issued pursuant to the Company's placement capacity under Listing Rule 7.1.

### **6.3 Listing Rules 7.1, 7.1A and 7.4**

Listing Rules 7.1, 7.1A and 7.4 are summarised in Sections 5.2 and 5.3 above.

The issue of the Transaction Fee Shares does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 25% limit in Listing Rules 7.1 and 7.1A, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 and 7.1A for the 12 month period following the date of issue of the Transaction Fee 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 Transaction Fee Shares.

Resolution 5 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Transaction Fee Shares.

#### **6.4 Technical information required by Listing Rule 14.1A**

If Resolution 5 is passed, the 47,619,048 Transaction Fee Shares issued pursuant to the Company's placement capacity under Listing Rule 7.1 will be excluded in calculating the Company's placement capacity under Listing Rule 7.1, 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 those Service Fee Shares.

If Resolution 5 is not passed, the 47,619,048 Transaction Fee Shares issued pursuant to the Company's placement capacity under Listing Rule 7.1 will be included in calculating the Company's placement capacity under Listing Rule 7.1, effectively decreasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of issue of Service Fee Shares.

#### **6.5 Technical 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 5:

- (a) the Transaction Fee Shares were issued to Elko International LLC;
- (b) a total of 47,619,048 Transaction Fee Shares were issued pursuant to Listing Rule 7.1 (ratification of which is sought under Resolution 5).
- (c) the Transaction 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;
- (d) the Transaction Fee Shares were issued on 5 January 2021;
- (e) the Shares were issued at deemed issue prices of \$0.007 per Share;
- (f) the purpose of the issue of the Transaction Fee Shares was payment of fees in lieu of cash of \$250,000, to satisfy the Company's obligations under the Advisory Agreement;
- (g) 47,619,048 Transaction Fee Shares were issued pursuant to Listing Rule 7.1 (ratification of which is sought under Resolution 5);
- (h) the Advisory Shares were both issued under agreement;

- (i) the Shares were not issued under, or to fund, a reverse takeover; and
- (j) a voting exclusion statement is included in Resolution 5 of the Notice.

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## **7. RESOLUTION 6 – ISSUE OF PERFORMANCE RIGHTS TO MANAGING DIRECTOR – ASHLEY GILBERT**

### **7.1 Background**

The Company seeks Shareholder approval for the issue of a total of 11,200,000 Performance Rights under the PRP to Managing Director Mr Ashley Gilbert (or his nominee) who is a related party of the Company by virtue of being a Director of the Company.

The full terms of the PRP are set out in Schedule 4. The purpose of the issue of Performance Rights to Mr Gilbert (or his nominee) is to further motivate and reward his performance as Managing Director in achieving specified performance milestones within a specified performance period.

### **7.2 Listing Rule 10.14**

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire equity securities under an employee incentive scheme without the approval of the holders of its ordinary securities:

- (a) 10.14.1 a director of the entity;
- (b) 10.14.2 an associate of a director of the entity; or
- (c) 10.14.3 a person whose relationship with the entity or a person referred to in Listing Rules 10.14.1 to 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by security holders.

The issue of Performance Rights to Mr Gilbert (or his nominee) falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 6 seeks the required Shareholder approval for the issue of the Performance Rights under and for the purposes of Listing Rule 10.14.

### **7.3 Technical Information required by Listing Rule 14.1A**

If Resolution 6 is passed, the Company will be able to proceed with the issue of the Performance Rights to Mr Gilbert (or his nominee) under the PRP within three years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue of the Performance Rights (because approval is being obtained under Listing Rule 10.14), the issue of the Performance Rights will not use up any of the Company's 15% annual placement capacity.

If Resolution 6 is not passed, the Company will not be able to proceed with the issue of the Performance Rights to Mr Gilbert (or his nominee) under the PRP.

### **7.4 Requirement for Shareholder Approval**

The grant of Performance Rights to Mr Gilbert (or his nominee) under Resolution 6 is an issue of securities to a related party under an employee incentive scheme and consequently Shareholder approval is required under ASX Listing Rule 10.14.

## 7.5 Corporations Act requirements

Chapter 2E of the Corporations Act regulates the provision of financial benefits to related parties by a public company. As the Managing Director of the Company, Mr Gilbert is a related party for the purposes of Chapter 2E and the grant of Performance Rights under the Plan will constitute a 'financial benefit'.

The Board (other than Mr Gilbert, who has a material personal interest in Resolution 6) considers that the grant of Performance Rights to Mr Gilbert constitutes an appropriate and reasonable component of his remuneration, and that the financial benefit represented by the grant of the Performance Rights falls within the 'reasonable remuneration' exception in section 211 of the Corporations Act. In forming this view, the Board has considered the position and responsibilities of Mr Gilbert, the Company's reliance on a limited number of executive personnel, the need to effectively incentivise Mr Gilbert while aligning the incentive with shareholder value, the desirability of preserving cash resources, the remuneration offered to executives in comparable positions at comparable companies, and the terms of the Performance Rights.

## 7.6 Summary of the material terms of the Performance Rights

It is proposed that a total of 11,200,000 Performance Rights be issued to Mr Gilbert for nil cash consideration.

Each Performance Right will vest as one Share subject to the satisfaction of certain performance criteria (**Performance Milestones**). In the event that the Performance Milestones are not met, the Performance Rights will not vest and as a result, no new Shares will be issued. There is nil consideration payable upon the vesting of a Performance Right.

The Performance Rights will be issued in five tranches with each tranche subject to its own vesting conditions. Each tranche will be tested and assessed independently of each other. Full details of the vesting conditions are contained in Schedule 3.

## 7.7 Information required by ASX Listing Rule 10.15

The following information is provided to satisfy the requirements of the Listing Rules:

- (a) the Performance Rights will be issued to Mr Ashley Gilbert (or his nominee) who is a related party and falls within category 10.14.1 (set out above) by virtue of being a Director;
- (b) the number of Performance Rights to be granted to Mr Ashley Gilbert (or his nominee) is 11,200,000;

**Notes:** Each Performance Right will vest and convert into one (1) fully paid ordinary share in the Company in accordance with the vesting conditions set out in Schedule 3.

- (c) the total remuneration package as at the date of the Meeting for Mr Ashley Gilbert is as follows:
  - (i) salary of \$395,000 per annum plus superannuation;
  - (ii) the Company may also at any time pay Mr Gilbert a performance based bonus over and above his salary. In determining the extent of any performance based bonus, the

Company shall take into consideration the key performance indicators of Mr Gilbert and the Company; and

- (iii) the company may also provide Mr Gilbert with long term incentives under a plan and quantum approved by shareholders. The full terms of the PRP are contained in Schedule 4 to this Notice;
- (d) the Company has chosen to issue the Performance Rights to Mr Gilbert for the following reasons:
  - (i) the Board believes that the grant of Performance Rights pursuant to the PRP provides cost effective consideration to Mr Gilbert for his ongoing commitment and contribution to the Company in his role as Managing Director of the Company;
  - (ii) the Board does not consider that there are any opportunity costs to the Company or benefits foregone by the Company in granting the Performance Rights upon the terms proposed;
  - (iii) If the Performance Rights are not issued, the Company could remunerate Mr Ashley Gilbert for an additional amount. However, the Board considers it reasonable for the remuneration of Mr Ashley Gilbert to have a cash component and an equity component; and
  - (iv) to further align Mr Ashley Gilbert's interests with Shareholders and maintain a strong cash position for the Company;
- (e) the Performance Rights are valued at \$181,440. For further details in respect of the valuation, which was conducted using the Monte Carlo method, refer to Schedule 5 to this Notice;
- (f) the Performance Rights will be issued to Mr Ashley Gilbert (or his nominee) no later than 3 years after the date of the Annual General Meeting;
- (g) Ashley Gilbert has previously received 44,725,000 Performance Rights under the PRP. The Company obtained shareholder approval for the issue of these performance rights at the general meeting on 15 October 2018. For further details, refer to notice of meeting lodged with ASX on 13 September 2018 and the addendum to the notice of meeting lodged with ASX on 28 September 2018;
- (h) the Performance Rights will be issued for nil consideration and no consideration will be payable upon the vesting of the Performance Rights on achievement of the performance criteria. Accordingly, no loans will be made in relation to, and no funds will be raised from, the issue or vesting of the Performance Rights;
- (i) no loan is being made in connection with the issue of the Performance Rights to Mr Gilbert;
- (j) details of any Performance Rights issued under the PRP will be published in each annual report of the Company relating to a period in which such Performance Rights have been issued, and that approval for the issue of such securities was obtained under ASX Listing Rule 10.14;

- (k) any additional persons referred to in ASX Listing Rule 10.14 who become entitled to participate in the PRP after Resolution 7 is approved and who were not named in the Notice will not participate in the PRP until approval is obtained under ASX Listing Rule 10.14; and
- (l) a voting exclusion statement is included in Resolution 7 of this Notice.

## **7.8 Directors' Recommendation**

The Directors (other than Mr Ashley Gilbert) recommend that Shareholders vote in favour of Resolution 8 for the following reasons:

- (a) the purpose set out in Section 1.1 above;
- (b) the issue of the Performance Rights to the Related Party is an appropriate form of incentive to maximise returns to Shareholders; and
- (c) the terms of the proposed issue of Performance Rights to the Related Party is reasonable to the Company.

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## **8. RESOLUTION 7 – RATIFICATION OF ISSUE OF SUBSCRIPTION SHARES UNDER LISTING RULE 7.1A**

### **8.1 General**

As announced on 22 March 2021, the Company issued a total of 360,000,000 Shares (**Subscription Shares**) to Elko International LLC to raise approximately US\$5,054,400.

The Subscription Shares were issued pursuant to the Company's capacity under Listing Rule 7.1A which was approved by Shareholders at the annual general meeting held on 9 April 2020.

The Subscription Shares were issued under a subscription agreement between Elko and the Company, under which the Company agreed to issue the Subscription Shares for the agreed subscription price (being a fixed USD amount, which converted to A\$0.018 per Share at the then prevailing exchange rate). Under the agreement, Elko agreed to be bound by the Constitution. The agreement otherwise contained covenants, representations and warranties considered customary for a transaction of this nature.

### **8.2 Listing Rules 7.1, 7.1A and 7.4**

Listing Rules 7.1, 7.1A and 7.4 are summarised in Sections 5.2 and 5.3 above.

The issue of the Subscription Shares does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 25% limit in Listing Rules 7.1 and 7.1A, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 and 7.1A for the 12 month period following the date of issue of the Subscription 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 Subscription Shares.

Resolution 7 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Subscription Shares.

### 8.3 Technical information required by Listing Rule 14.1A

If Resolution 7 is passed, the 360,000,000 Subscription 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 Subscription Shares.

If Resolution 7 is not passed, the 360,000,000 Subscription 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 Subscription Shares .

### 8.4 Technical 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 7:

- (a) The Subscription Shares were issued to Elko International LLC;
- (b) a total of 360,000,000 Subscription Shares were issued pursuant to Listing Rule 7.1A (ratification of which is sought under Resolution 7)
- (c) the Subscription 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;
- (d) the Subscription Shares were issued on 22 March 2021;
- (e) the Subscription Shares were issued for cash consideration of \$0.018 per Share;
- (f) the purpose of the issue of the Subscription Shares was to raise US\$5,054,400, which the Company intends to apply towards the Placement Funding Purposes set out in Section 5.1 above; and
- (g) the Subscription Shares were issued to Elko International LLC under a subscription agreement. A summary of the material terms of the subscription agreement is set out in Section 8.1 above.

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## 9. RESOLUTION 8 – CONDITIONAL SPILL RESOLUTION

**If less than 25% of the votes cast on Resolution 1 are voted against adoption of the Remuneration Report, the Chair will withdraw Resolution 8.**

### 9.1 General

The Corporations Act requirements for this Resolution to be put to a vote are set out in Section 2.2.

If this resolution is passed, the Board must to convene a special general meeting of the Company (**Spill Meeting**) within 90 days of the date of this Meeting in order to consider the composition of the Board.

If a Spill Meeting is required a separate notice of meeting will be distributed to shareholders in due course, with details about those persons that will seek election as directors of the Company at the Spill Meeting.

If a Spill Meeting is held, the following directors will automatically vacate office immediately before the conclusion of the Spill Meeting, unless they are willing to stand for re-election and are re-elected at that meeting:

- Michael Evans; and
- Stephen Staley.

Even if Dr Stephen Staley is re-elected at this Meeting, he will still need to be re-elected at the Spill Meeting to remain in office following the Spill Meeting.

The Board recommends that shareholders vote **against** this Resolution 8 if it is put to the meeting.

## **9.2 Proxy voting restrictions**

Shareholders appointing a proxy for this Resolution should note the voting restrictions applying to Resolution 1 apply in the same manner to this Resolution.

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## GLOSSARY

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**\$** means Australian dollars.

**10% Placement Capacity** has the meaning given in the Explanatory Statement.

**Annual General Meeting** or **Meeting** means the meeting convened by the Notice.

**ASIC** means the Australian Securities & Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

**Board** means the current board of directors of the Company.

**Business Day** means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

**Chair** means the chair of the Meeting.

**Closely Related Party** of a member of the Key Management Personnel means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependent of the member or the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- (e) a company the member controls; or
- (f) a person prescribed by the Corporations Regulations 2001 (Cth) for the purposes of the definition of 'closely related party' in the Corporations Act.

**Company** means 88 Energy Limited (ACN 072 964 179).

**Company** or **88E** means 88 Energy Limited (ACN 072 964 179).

**Constitution** means the Company's constitution.

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

**DI** means a depository interest representing a Share listed (or to be listed) on the AIM Market of the London Stock Exchange.

**DI Holder** means a holder of a DI.

**Directors** means the current directors of the Company.

**Eligible Entity** means an entity that, at the date of the relevant general meeting:

- (a) is not included in the S&P/ASX 300 Index; and
- (b) has a maximum market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) of \$300,000,000.

**Equity Securities** includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

**Explanatory Statement** means the explanatory statement accompanying the Notice.

**General Meeting** or **Meeting** means the meeting convened by the Notice.

**Key Management Personnel** has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise)

of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

**Listing Rules** means the Listing Rules of ASX.

**Managing Director** means the managing director of the Company who may, in accordance with the ASX Listing Rules, continue to hold office indefinitely without being re-elected to the office.

**Notice** or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

**Performance Right** means a performance right granted on the terms and conditions summarised in Schedule 3.

**Placement, Placement Participants and Placement Shares** have the meanings given in Section 5.1

**Proxy Form** means the proxy form accompanying the Notice.

**Resolutions** means the resolutions set out in the Notice, or any one of them, as the context requires.

**Section** means a section of the Explanatory Statement.

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

**Shareholder** means a registered holder of a Share.

**VWAP** means volume weighted average price.

**WST** means Western Standard Time as observed in Perth, Western Australia.

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## SCHEDULE 1 – SUMMARY OF TRANSACTION FEE AGREEMENT

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The material terms and conditions of the Transaction Fee Agreement are as follows:

- (a) **Scope of Work:** Elko International LLC agreed to assist the Company with introduction of parties and facilitation of the farm-out of the Project Peregrine acreage (the **Transaction**), including (but not limited to):
  - (i) Introduction to the company of U.S. based parties who are suitably technically and financially able to participate in the Transaction; and
  - (ii) assist and advise in relation to the Transaction to completion.
- (b) **Fee Arrangement:** The Company agreed to pay Elko International LLC a success-based transaction fee 5% of the value of the Transaction, comprising 50% payable in cash and 50% in Transaction Fee Shares.
- (c) **Term:** an initial period of 3 months, subject to extension by mutual agreement.
- (d) **Termination:** by either party by giving not less than 10 days' notice.

## SCHEDULE 2 – ISSUES OF EQUITY SECURITIES SINCE 21 MAY 2020

Date <sup>1</sup>	Quantity	Class 3, 4	Issued to or basis of issue & Listing Rule pursuant to which issue was made	Issue price and discount to Market Price (if applicable) <sup>2</sup>	Form of consideration
Appendix 3B: 12 May 2020 Issue Date: 12 May 2020	1,785,564,722	3	The fully paid ordinary shares were issued to acquire all of the shares and listed options on issue in XCD Energy Limited via an off-market takeover bid pursuant to the Bidder's Statement.  Issued pursuant to LR 7.2 – Exception 6.	Issue Price of \$0.005.  Closing price on date of issue \$0.05	As set out in the Bidder's Statement, 2.4 new 88E shares will be issued for every 1 XCD Energy Shares held, and 0.7 new 88E Shares will be issued for every 1 Listed Option.  The Share offer values XCD Energy Shares at 1.2 cents each and XCD Energy Listed Options at 0.35 cents each based on the closing price of 88E Shares on ASX of \$0.05 cents on 6 May 2020.
Appendix 3B: 12 May 2020 Issue Date: 12 May 2020	25,437,763	3	The fully paid ordinary shares were issued to Longreach Capital Pty Ltd, who acted as corporate advisor in relation to the XCD Energy Limited off-market takeover. The Shares we issued under Listing Rule 7.1 Placement Capacity.	Issue Price of \$0.0059.  Closing price on date of issue \$0.005	Longreach Capital Pty Ltd acted as corporate advisor in relation to the off-market takeover Bid for XCD Energy Limited, and agreed to be paid a transaction fee of 50% cash and 50% in 88E shares.  Issuance of shares to Longreach Capital Pty Ltd values the consideration at a total of \$150,000.
Appendix 3B: 17 August 2020 Issue Date: 17 August 2020	15,000,000	3	The fully paid ordinary shares were issued to Longreach Capital Pty Ltd, who acted as corporate advisor in relation to the XCD Energy Limited off-market takeover. The Shares we issued under Listing Rule 7.1 Placement Capacity.	Issue Price of \$0.005.  Closing price on date of issue \$0.005	S3 Consortium Pty Ltd in lieu of cash payable to for digital marketing services provided.  Issuance of shares to S3 Consortium Pty Ltd values the consideration at a total of \$75,000
Appendix 3B: 18 November 2020 Issue Date: 18 November 2020	1,678,333,334	3	The fully paid ordinary shares were issued to domestic and international professional and sophisticated investors as part of	Issue Price of \$0.006.  Closing price on date of issue \$0.007  Discount of 14%	Funds of \$10,070,000 were raised for support of the Company's exploration activities in Alaska, to fund interest payments on debt facility, for

Date <sup>1</sup>	Quantity	Class 3, 4	Issued to or basis of issue & Listing Rule pursuant to which issue was made	Issue price and discount to Market Price (if applicable) <sup>2</sup>	Form of consideration
			a private placement announced on 18 November 2020, and issued under the Company's LR 7.1A Placement capacity. The placement participants were clients of Euroz Hartleys Limited, and Cenkos (UK), as well as sophisticated investors introduced by the Board.		<p>lease payments and ongoing working capital.</p> <p>Amount spent: ~\$8,000,000</p> <p>Intended use of remaining funds: fund potential costs in respect of the Merlin-1 well above the Alaska Peregrine Development Company LLCI carry, fund lease rental payments, fund interest payments due on the debt facility, fund new ventures opportunities and finance the Company's ongoing working capital and general and administrative overheads.</p>
<p>Appendix 3B:</p> <p>5 January 2021</p> <p>Issue Date:</p> <p>5 January 2021</p>	47,619,048	3	The fully paid ordinary shares were issued to Elko International LLC, who acted as advisor in relation to the Peregrine farm-out. The Shares we issued under Listing Rule 7.1 Placement Capacity.	<p>Issue Price of \$0.007.</p> <p>Closing price on date of issue \$0.0085</p> <p>Discount of 18%</p>	<p>Elko International LLC in lieu of cash payable to for a transaction fee resulting from the successful Peregrine farm-out in December 2020.</p> <p>Issuance of shares to Elko International LLC values the consideration at a total of \$333,333.</p>
<p>Appendix 3B:</p> <p>12 February 2021</p> <p>Issue Date:</p> <p>12 February 2021</p>	1,500,000,000	3	The fully paid ordinary shares were issued to domestic and international professional and sophisticated investors as part of a private placement announced on 12 February 2021, and issued under the Company's LR 7.1 Placement capacity. The placement participants were clients of Euroz Hartleys Limited, and Cenkos (UK), as well as	<p>Issue Price of \$0.008.</p> <p>Closing price on date of issue \$0.001</p> <p>Discount of 20%</p>	<p>Funds of \$12,000,000 were raised for support of the Company's exploration activities in Alaska and ongoing working capital.</p> <p>Amount spent: NIL</p> <p>Intended use of remaining funds: fund potential cost overruns in respect of the Merlin-1 well, costs of logging and testing the Merlin-1 well and also costs associated with the</p>

Date <sup>1</sup>	Quantity	Class 3, 4	Issued to or basis of issue & Listing Rule pursuant to which issue was made	Issue price and discount to Market Price (if applicable) <sup>2</sup>	Form of consideration
			sophisticated investors introduced by the Board.		proposed harrier-1 well, funds lease acquisition cost, abandonment costs associated with the Umiat wells and finance the Company's ongoing working capital and general and administrative overheads.
Appendix 3G: 5 January 2021 Issue Date: 3 January 2021	143,868,000	4	Performance Rights issued to employees and Managing Director of the Company under the Performance Rights Plan. The Plan was approved by Shareholders at the General Meeting held 15 October 2018. Issued pursuant to LR 7.2 – Exception 9.	Issue Price of Nil.  Closing share price on date of issue \$0.0085.	There were no funds raised from the issue of the Performance Rights.
Appendix 3B 22 March 2021 Issue Date: 22 March 2021	360,000,000	3	The fully paid ordinary shares were issued to Elko International LLC. The Shares we issued under Listing Rule 7.1A Placement Capacity.	Issue Price of \$0.018  Closing price on date of issue \$0.023  Discount of approx. 78.26%	Funds of US\$5,054,400 were raised for support of the Company's exploration activities in Alaska and ongoing working capital.  Amount spent: NIL  Intended use of remaining funds: fund potential cost overruns in respect of the Merlin-1 well, costs of logging and testing the Merlin-1 well and also costs associated with the proposed harrier-1 well, funds lease acquisition cost, abandonment costs associated with the Umiat wells and finance the Company's ongoing working capital and general and administrative overheads.

**Notes:**

1. This is the date the Appendix 3B was announced to ASX. The date of issue may be different. Refer to Item 7 of the relevant Appendix 3B for the specific date of issue.
2. Market Price means the closing price on ASX (excluding special crossings, overnight sales and exchange traded option exercises). For the purposes of this table the discount is calculated on the Market Price on the trading day prior to the date of issue of the relevant Equity Securities.
3. Fully paid ordinary shares in the capital of the Company (ASX Code: 88E) (terms are set out in the Constitution).
4. Performance Rights subject to vesting conditions. The vesting conditions, and terms and conditions of the Performance Rights are detailed in the Notice of Meeting lodged with ASX on 24 November 2020.

## SCHEDULE 3 – VESTING CONDITIONS OF PERFORMANCE RIGHTS

The following is a summary of the vesting conditions of the Performance Rights to be issued by the Company to the Managing Director – Ashley Gilbert:

Item	Terms																		
<b>Number of Performance Rights</b>	The number of Performance Rights to be issued will be 11,200,000 Performance Rights.																		
<b>Vesting Conditions</b>	<p>The Performance Rights will be issued in four (4) tranches with each tranche subject to its own Vesting Conditions.</p> <p>Each tranche will be tested and assessed independently of the other.</p> <p>The Vesting Conditions are as follows:</p>																		
1.	<p><b>Share Price Tranche [90%]</b> of the total Performance Rights will be tested against Company absolute share price growth, which is calculated as follows:</p> $\% \text{ absolute share price growth} = \frac{(\text{Hurdle Price} - \text{Performance Rights Allocation Price})}{\text{Performance Rights Allocation Price}} \times 100$ <p>Where:</p> <p><b>Hurdle Price</b> = The volume weighted average price (<b>VWAP</b>) of a Company Share on the Australian Securities Exchange (<b>ASX</b>) for any 60 trading days post the date of the Performance Rights issue</p> <p><b>Performance Rights Allocation Price</b> = \$0.027.</p> <p>The Share Price Tranche will be tested on each 12-month anniversary of the Performance Rights issue applying the calculation noted above, with one third (or 30% of the Performance Rights) available for testing on the first anniversary, a further one third (or 30% of Performance Rights) available for testing on the second anniversary, and a final one third (or 30% of Performance Rights) available for testing on the third anniversary.</p> <p>The Share Price Tranche of Performance Rights will Vest on the test date (<b>Vest Date</b>) as follows:</p> <table> <tr> <th>Absolute share price growth</th><th>Performance Rights Vesting</th></tr> <tr> <td>&lt;50%</td><td>Nil</td></tr> <tr> <td>50%</td><td>25%</td></tr> <tr> <td>&gt;50% and &lt;100%</td><td>Between 25% and 50%, on a straight line basis</td></tr> <tr> <td>100%</td><td>50%</td></tr> <tr> <td>&gt;100% and &lt;150%</td><td>Between 50% and 75%, on a straight line basis</td></tr> <tr> <td>150%</td><td>75%</td></tr> <tr> <td>&gt;150% and &lt;200%</td><td>Between 75% and 100%, on a straight line basis</td></tr> <tr> <td>200%</td><td>100%</td></tr> </table>	Absolute share price growth	Performance Rights Vesting	<50%	Nil	50%	25%	>50% and <100%	Between 25% and 50%, on a straight line basis	100%	50%	>100% and <150%	Between 50% and 75%, on a straight line basis	150%	75%	>150% and <200%	Between 75% and 100%, on a straight line basis	200%	100%
Absolute share price growth	Performance Rights Vesting																		
<50%	Nil																		
50%	25%																		
>50% and <100%	Between 25% and 50%, on a straight line basis																		
100%	50%																		
>100% and <150%	Between 50% and 75%, on a straight line basis																		
150%	75%																		
>150% and <200%	Between 75% and 100%, on a straight line basis																		
200%	100%																		

Item	Terms										
	<div data-bbox="555 219 1305 734"> <p style="text-align: center;"><b>Share Price Tranche</b></p> <table border="1"> <caption>Share Price Tranche Data</caption> <thead> <tr> <th>ASPG</th> <th>% Performance Rights Vesting</th> </tr> </thead> <tbody> <tr> <td>50%</td> <td>20%</td> </tr> <tr> <td>100%</td> <td>40%</td> </tr> <tr> <td>150%</td> <td>60%</td> </tr> <tr> <td>200%</td> <td>100%</td> </tr> </tbody> </table> <p style="text-align: center;">— % Performance Rights Vesting</p> </div> <p>The Board at their discretion may elect to determine a proportionate amount of Performance Rights vest based on a straight-line basis consistent with the above table, should on testing date absolute share price growth be &gt;40% and &lt;50.</p>	ASPG	% Performance Rights Vesting	50%	20%	100%	40%	150%	60%	200%	100%
ASPG	% Performance Rights Vesting										
50%	20%										
100%	40%										
150%	60%										
200%	100%										
2.	<p><b>Tenure Tranche [10%]</b> of the total Performance Rights will be tested against the tenure with the Company.</p> <p>Where the Participant is employed by the Company as at Performance Rights issue date up to and including the date that is three (3) years after the that date, the Participant will Vest in 100% of the Performance Rights in the Tenure Tranche.</p>										
<b>Vesting Period</b>	<p>For the Share Price Tranche vesting will be one third of the tranche (or 30% of the Performance Rights) on the first anniversary, a further one thirds of the tranche (or 30% of Performance Rights) on the second anniversary and a final further one third of the tranche (or 20% of Performance Rights) on the third anniversary from issue date.</p> <p>For the Tenure Tranche only, three (3) years from issue date.</p>										
<b>Vesting Date</b>	<p>Subject to meeting the Vesting Conditions as at the Vesting Date in respect of each tranche, the Participant shall be entitled to the percentage of Performance Rights as set out in each tranche.</p>										
<b>Performance Rights are non-transferrable</b>	<p>Except as specified in the Plan Rules or unless otherwise approved by the Board:</p> <ul style="list-style-type: none"> <li>(a) Performance Rights granted under the Plan are non-transferable; and</li> <li>(b) if a Participant disposes of or otherwise deals with, or purports to deal with or encumber, a Performance Right, whether voluntarily or involuntarily, the Performance Right will be immediately forfeited by the Participant.</li> </ul>										
<b>Expiration Date</b>	<p>Performance Rights expire on the date that is four (4) years from the date of issue unless otherwise specified by the Board.</p>										
<b>Exercise Restrictions</b>	<p>Performance Rights will be subject to any exercise restrictions as set out in the Company's trading policy.</p>										
<b>Exercise Period</b>	<p>The Exercise Period begins on the third anniversary from the issue date, or at the Boards discretion on or after the Vesting Date of any Performance Rights which vest prior to the third anniversary, and</p>										

Item	Terms
	ending on the Expiration Date.
<b>Delivery of Plan Shares</b>	The number of Plan Shares that correspond with the Vested (and Exercised) Performance Rights will be issued to you as soon as reasonably practicable, but no later than 10 days after all applicable terms and conditions under the Rules and this Invitation have been satisfied.
<b>Disposal of Plan Shares</b>	Plan Shares will be subject to any disposal restrictions as set out in the Company's trading policy.
<b>Cessation of Employment</b>	<p>Treatment of a Participant's Performance Rights on cessation of employment will depend on whether the Participant is a Good Leaver or a Bad Leaver.</p> <p>A Participant who ceases employment with the Company and is not a Bad Leaver is a Good Leaver. (<b>Good Leaver</b>)</p> <p>A Participant, unless otherwise determined by the Board at its absolute discretion, who ceases employment with the Company is a <b>Bad Leaver</b> in any of the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) the Participant resigns from their employment;</li> <li>(b) the employment of the Participant is terminated due to poor performance; or</li> <li>(c) the Participant's employment is terminated, or the Participant is dismissed from the Company for any of the following reasons: <ul style="list-style-type: none"> <li>(i) the Participant has committed any serious or persistent breach of provisions of any employment contract;</li> <li>(ii) the Participant being guilty of fraudulent or dishonest conduct in the performance of their duties;</li> <li>(iii) the Participant has been convicted of any criminal offence which involves fraud or dishonesty;</li> <li>(iv) the Participant has committed any wrongful or negligent act or omission which has caused the Company substantial liability; or</li> <li>(v) the Participant has committed serious or gross misconduct, wilful disobedience, or any other conduct justifying termination of employment without notice.</li> </ul> </li> </ul> <p><b><u>Good Leaver</u></b></p> <p>Where a Participant becomes a Good Leaver, unless the Board at its absolute discretion determines otherwise:</p> <ul style="list-style-type: none"> <li>(a) any and all Vested Performance Rights held by the Participant which have not been exercised will continue in force and remain exercisable until the Expiration Date; and</li> <li>(b) the Participant will be entitled to continue to hold Vested Plan Shares.</li> </ul> <p>The Board may determine at its absolute discretion, the manner in which the not Vested Performance Rights held by the Participant will be dealt with, including but not limited to:</p>

Item	Terms
	<p>(a) allowing some or all of those not Vested Performance Rights to continue to be held by the Participant and be subject to existing Vesting Conditions; or</p> <p>(b) require that any remaining not Vested Performance Rights automatically lapse.</p> <p><b><u>Bad Leaver</u></b></p> <p>Where a Participant becomes a Bad Leaver, unless the Board at its absolute discretion determines otherwise:</p> <p>(a) any and all Vested Performance Rights held by the Participant which have not been exercised will continue in force and remain exercisable until the Expiry Date; and</p> <p>(b) the Participant will be entitled to continue to hold all Vested Plan Shares.</p> <p>All not Vested Performance Rights held by the Participant will automatically lapse.</p>
<b>Settlement in Shares or Cash</b>	<p>(a) Exercised Performance Rights may be satisfied, at the discretion of the Board and by notice to the Participant, in Plan Shares or in cash.</p> <p>(b) If the Board determines that Performance Rights will be settled in cash, the amount that the Company must pay to the Participant is equal to the market value of the Plan Shares that would otherwise have been issued to the Participant at the date of Vesting, less the Exercise Price of the Performance Rights (<b>Cash Equivalent Value</b>).</p>

## **88 Energy Performance Rights Plan Rules**

88 Energy Limited

ABN 80 072 964 179

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**1. PURPOSE****1.1 Name**

The Plan Name is as set out at Schedule 1.

**1.2 Objects of the Plan**

The objects of the Plan are as set out at Schedule 1.

**1.3 Commencement**

The Plan commences on the date determined by the Board.

---

**2. OPERATION OF THE PLAN**

The Plan must be operated in accordance with these Plan Rules which bind the Company Group and each Participant.

---

**3. INVITATION****3.1 Eligibility**

Only Eligible Employees may participate in the Plan.

**3.2 Invitation**

The Board may, from time to time and at its absolute discretion, invite an Eligible Employee to participate in the Plan.

**3.3 Terms of Invitation**

Subject to these Plan Rules, an Invitation may be issued to an Eligible Employee on such terms and conditions as the Board determines at its absolute discretion, provided the Invitation:

- (a) is made in writing and specifies:
  - (i) the number of Performance Rights that may be applied for;
  - (ii) any Exercise Price;
  - (iii) the Expiration Date;
  - (iv) any Vesting Conditions;
  - (v) any Disposal Restrictions;
  - (vi) any Exercise Restrictions;
  - (vii) the specific additional terms set out in Schedule 2;
  - (viii) the Invitation Lapse Date;
  - (ix) any other specific terms and conditions that apply to the Performance Rights;
- (b) is accompanied by an Application Form; and

(c) includes any document required to be provided by Applicable Law.

---

## **4. APPLICATION**

### **4.1 Form**

On receipt of an Invitation, an Eligible Employee may apply to participate in the Plan on the terms specified in the Invitation by completing the Application Form and submitting it to the Company before the Invitation Lapse Date.

### **4.2 Bound**

On submitting an Application Form in accordance with this Rule 4, an Eligible Employee is deemed to have agreed to be bound by:

- (a) the Invitation;
- (b) these Plan Rules; and
- (c) all Applicable Laws.

### **4.3 When the Application Form must be received**

Unless determined otherwise at the Board's absolute discretion, if an Application Form is not submitted by the Invitation Lapse Date, the Invitation lapses.

### **4.4 Acceptance of Application in whole or in part**

The Board may determine at its absolute discretion that an application made by way of

Application Form and submitted in accordance with Rule 4.1 will not be accepted in whole or in part by the Company.

---

## **5. ISSUE OF PERFORMANCE RIGHTS**

### **5.1 Issue of Performance Rights**

Subject to any Applicable Laws and specific terms included in the Invitation, as soon as reasonably practicable following acceptance of an Application Form in accordance with Rule 4.4, the Company will issue to the Participant the number of Performance Rights as specified in an Application Form that the Board has accepted.

### **5.2 Eligible Employee becomes Participant**

On the issue of Performance Rights to an Eligible Employee, the Eligible Employee becomes a Participant and is bound by the Plan Rules.

### **5.3 Company to give notice of issue**

The Company shall give notice to the Participant of the number and date of issue of the Performance Rights within ten (10) business days.

### **5.4 Rights attaching to Performance Rights The Performance Rights:**

- (a) do not confer any rights on the Participant either as a member or creditor of the Company;

- (b) are unlisted;
- (c) are unsecured;
- (d) are not transferrable except at the approval of the Board; and
- (e) must not be sold, assigned or otherwise disposed of or Encumbered by the Participant.

---

## **6. VESTING OF PERFORMANCE RIGHTS**

### **6.1 Vesting Conditions**

The Performance Rights shall Vest subject to the Vesting Conditions (if any) set out in the Invitation being met.

### **6.2 Company to give notice of Vest**

The Company shall give a Vesting Notice to the Participant within ten (10) business days of the Vesting Date.

### **6.3 Board may accelerate Vesting**

Notwithstanding any Vesting Conditions set out in the Invitation not being met, the Board may determine in its absolute discretion to Vest all or some of the not Vested Performance Rights.

### **6.4 Buy back or cancel Vested Performance Rights**

Subject to Rule 15, the Company may buy back or cancel some or all of the Vested Performance Rights in exchange for their market value.

### **6.5 Not Vested Performance Rights**

If some or all of the Performance Rights do not Vest by the end of the Vesting Period, those not Vested Performance Rights will lapse immediately.

---

## **7. EXERCISE OF PERFORMANCE RIGHTS**

### **7.1 How to exercise Performance Rights**

Subject to any Exercise Restrictions, on receipt of a Vesting Notice, the Participant may exercise the Vested Performance Rights during the Exercise Period:

- (a) by giving the Company a signed Exercise Notice; or
- (b) in such other way as determined by the Board, at its absolute discretion, and as set out in the Invitation.

### **7.2 Bound by Exercise Restrictions**

If a Participant purports to exercise a Performance Right in contravention of any applicable Exercise Restriction, the Performance Right will be deemed to have been exercised on the first date the Exercise Restriction ceases to apply, subject to payment of the relevant Exercise Price.

### **7.3 Payment of Exercise Price**

The Company shall instruct the Participant within ten (10) business days:

- (a) that payment is required and, if so, the due date for payment and the method for the Participant making payment; or
- (b) if the Company is to satisfy the exercised Performance Rights in cash in accordance with Rule 10.

### **7.4 Failure to pay Exercise Price**

If the Participant fails to pay the Exercise Price for any of the Plan Shares in respect of which Vested Performance Rights have been exercised within the timeframe, and in the manner, instructed by the Company in accordance with Rule 7.3, the Participant's entitlement to such Plan Shares will lapse even though the Expiration Date of the Vested Performance Rights may not have passed.

### **7.5 Not exercised Vested Performance Rights**

If some or all of the Vested Performance Rights are not exercised by the end of the Expiration Date, those Vested Performance Rights will lapse immediately.

---

## **8. DELIVERY**

### **8.1 Delivery of Plan Shares**

Subject to any Applicable Laws, the Company will, or will cause the relevant party to, deliver to the extent that it has accepted such Exercise Notice, that number of Plan Shares that have been exercised.

### **8.2 Holding of Performance Rights**

The Board may determine at its absolute discretion how Performance Rights and Plan Shares are to be held under the Plan.

### **8.3 Nominee**

A Participant is not permitted to have Plan Shares issued, allotted or transferred to any other person or associated body corporate unless the Board, at its absolute discretion, determines otherwise.

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## **9. DIVIDENDS AND VOTING**

### **9.1 Dividends and voting rights**

Subject to the terms of any Invitation, a Participant is entitled to:

- (a) receive any Dividend or other distribution or entitlement; and
- (b) exercise any voting rights,

in respect of Plan Shares held by that Participant.

---

**10. CASH SETTLEMENT****10.1 General**

Provided such discretion was stated in the Invitation, exercised Performance Rights may be satisfied at the absolute discretion of the Company in cash rather than Plan Shares by payment to the Participant of the Cash Equivalent Value. For the purpose of this Rule 10.1, the amount the Company must pay to the Participant will be as set out in the Invitation.

---

**11. LAPSE OR CLAWBACK FOR FRAUD OR BREACH****11.1 Board discretion to lapse**

Where, in the opinion of the Board, a Participant has committed an act which:

- (a) constitutes fraud, or dishonest or gross misconduct in relation to the affairs of any member of the Company Group;
- (b) brings any member of the Company Group into disrepute;
- (c) is in breach of his or her obligations to the Company Group;
- (d) fails to perform any other act reasonably and lawfully requested of the Participant; or
- (e) has the effect of delivering a strong Company Group performance in a manner which is unsustainable or involves unacceptably high risk,

the Board may make a determination under the Plan Rules to ensure that no unfair benefit is obtained by the Participant.

**11.2 Clawback**

Where, in the opinion of the Board:

- (a) a Performance Right which would not have otherwise Vested, Vests or may Vest, as a result directly or indirectly of:
  - (i) the fraud, dishonestly or breach of obligations (including, without limitation, a material misstatement of financial information) of any person; or
  - (ii) any other action or omission (whether intentional or inadvertent) of any person,

the Board may make a determination under Rule 20.1 to ensure that no unfair benefit is obtained by any Participant; or

- (b) a Performance Right that may otherwise have Vested, has not Vested directly or indirectly as a result of any circumstance referred to in this Rule 0, the Board may reconsider the level of satisfaction of the applicable Vesting Conditions and may:
  - (i) reinstate and Vest any Performance Right that may have lapsed to the extent that the Board determines appropriate in the circumstances;

- (ii) make a new issue of Performance Rights that reflect the terms of the original Performance Rights; or
- (iii) a combination of the above Rule 0(b)(i) and 0(b)(ii).

---

## **12. RESTRICTIONS**

### **12.1 General**

Except as specified in these Plan Rules or unless otherwise approved by the Board at its absolute discretion, a Participant must not sell, assign, transfer or otherwise Encumber their Performance Rights or Plan Shares.

### **12.2 Disposal Restrictions**

- (a) The Board may, at its absolute discretion, determine that Disposal Restrictions apply to some or all Performance Rights or Plan Shares and may determine the terms and conditions of such Disposal Restrictions.
- (b) If Disposal Restrictions apply to Performance Rights or Plan Shares, a Participant must not dispose of or otherwise deal with, or purport to deal with or Encumber, the relevant Performance Rights or Plan Shares for the period the Disposal Restrictions apply unless otherwise as required or approved by the Board.

### **12.3 Arrangements to enforce restrictions**

The Company is entitled to make any arrangements it considers necessary to enforce any Disposal Restrictions and Participants are bound by those arrangements and must take any steps reasonably required by the Company.

### **12.4 Expiration of restrictions**

Upon the expiration of any Disposal Restrictions, the Company will take all actions reasonably necessary to ensure that the Participant can deal with those Performance Rights or Plan Shares.

---

## **13. EMPLOYMENT**

### **13.1 Termination of employment**

Where a Participant terminates employment with the Company Group, the Performance Rights and Plan Shares will be treated in accordance with the Plan Rules and Invitation.

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## **14. CHANGE IN CAPITAL**

### **14.1 Change in Capital**

- (a) If there is any reorganisation of the issued share capital of the Company, the rights attaching to the Performance Rights may be varied to comply with the Applicable Laws that apply to a reorganisation of capital at the time of the reorganisation, provided that on exercise of the Performance Rights all entitlements shall be rounded down to the nearest whole number and fractions shall be disregarded, and in all other respects, the terms for the exercise of Performance Rights shall remain unchanged as a consequence of any reconstruction or reorganisation.

- (b) Each Participant agrees to any variation to the Plan in accordance with this Rule 0.

---

## **15. CHANGE OF CONTROL AND WINDING UP**

### **15.1 Vesting of Performance Rights**

- (a) Subject to the terms and conditions of an issue of a Performance Right, unless determined otherwise by the Board, any not Vested Performance Rights vest, within 10 Business Days of:
  - (i) a Change of Control occurring; or
  - (ii) the Company passing a resolution for voluntary winding up or an order is made for the compulsory winding up of the Company, in which case:
    - (iii) the Board must promptly notify the holder of the Vested Performance Rights in writing; and
    - (iv) Rule 15 applies to the exercise of the Vested Performance Rights.
- (b) Any not Vested Performance Rights that do not Vest under Rule 15.1 automatically lapse.

---

## **16. PARTICIPATION RIGHTS**

- (a) There are no participating rights or entitlements inherent in the Performance Rights and Participants will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights without exercising the Performance Right.
- (b) A Performance Right does not confer the right to a change in the number of underlying Shares over which the Performance Right can be exercised.
- (c) A Participant who is not a Shareholder is not entitled to:
  - (i) notice of, or to vote or attend at, a meeting of the Shareholders of the Company; or
  - (ii) receive any dividends declared by the Company,unless and until any Performance Right is exercised and the Participant holds Shares that provide the right to notice and dividends.

---

## **17. TAXES AND DUTIES**

- (a) The Participants must pay all brokerage, commission, stamp duty or other transaction costs, and withholding taxes, including pay-as-you-go withholding where cash is delivered and other tax obligations in connection with the issue of Performance Rights or any other dealing with the Performance Rights or in relation to the Plan Shares, whether in respect of taxes imposed under a Tax Act or other.
- (b) If the Participant fails to satisfy their obligations under Rule 17(a) within a reasonable time, at the Company's election, the Company may withhold such number of Plan Shares, or other debt due to the Participant by any

member of the Company Group, in satisfaction of the Participant's obligations under this Rule 16.

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**18. ADMINISTRATION OF THE PLAN**

**18.1 Board to administer Plan**

The Plan is to be administered by the Board in accordance with these Plan Rules.

**18.2 Delegation of Board powers and discretions**

Any power or discretion which is conferred on the Board by these Plan Rules including the power to issue an Invitation to Eligible Employees may be delegated by the Board to any person on such terms it determines at its absolute discretion.

**18.3 Documents**

The Company may from time to time require an Eligible Employee or Participant to complete and return such documents as may be required by law to be completed by that Eligible Employee or Participant, or such other documents which the Company considers should, for legal, taxation or administrative reasons, be completed by that Eligible Employee or Participant.

**18.4 Decisions of the Board final**

All decisions of the Board as to the interpretation, effect or application of these Plan Rules and Invitation and all calculations and determinations made by the Board under these Plan Rules and Invitation are final, conclusive and binding in the absence of manifest error and any dispute raised will be resolved by the Board at its absolute discretion.

**18.5 Suspension or termination of Plan**

- (a) The Board may:
  - (i) from time to time suspend the operation of the Plan; or
  - (ii) at any time terminate the operation of the Plan.
- (b) The Plan terminates and is to be wound up if an order is made or an effective resolution is passed for the winding up of the Company other than for the purpose of amalgamation or reconstruction.
- (c) The suspension or termination of the Plan must not prejudice the existing rights (if any) of Participants.

---

**19. LIMITATIONS ON CAPITAL**

The Company will comply with such legal and regulatory limits (including those imposed by the Applicable Laws), which limit the percentage of the capital of the Company that may be available under this Plan from time to time as determined by the Board to be appropriate.

---

## **20. AMENDMENTS TO THE PLAN**

### **20.1 Board may amend**

Subject to any Applicable Laws and Rule 20.2, the Board may at any time by written instrument or by resolution of the Board, amend all or any of the provisions of these Plan Rules (including this Rule 20).

### **20.2 No alteration to existing rights**

Any amendment to the provisions of these Plan Rules must not materially alter the rights of any Participant under the Plan prior to the date of the amendment, unless the amendment is introduced primarily:

- (a) to correct any manifest error or mistake;
- (b) in accordance with Rule 11; or
- (c) to enable the Plan or the Company to comply with any applicable local laws or any required policy of a local regulatory body.

---

## **21. ADJUSTMENTS TO PLAN IN THE CASE OF FOREIGN RESIDENT PARTICIPANTS**

Where Performance Rights are issued under the Plan to an Eligible Employee who is not a resident of Australia (**Foreign Resident Participant**), subject to the Company seeking professional advice, the Plan Rules will be revised to incorporate any alterations or additions or both as required, having regard to any Applicable Laws specific to the Foreign Resident Participant.

---

## **22. GENERAL PROVISIONS**

### **22.1 Rights of Participants**

- (a) Nothing in these Plan Rules:
  - (i) confers on any Eligible Employee any expectation to become a Participant or a Shareholder;
  - (ii) confers on any person the right to be invited to apply for, to be offered or to receive any Performance Rights;
  - (iii) confers on any Participant the right to continue as an employee of the Company;
  - (iv) affects any rights which the Company may have to terminate the employment of any person; or
  - (v) may be used to increase damages in any action brought against the Company in respect of any termination of employment.
- (b) No person, whether a Participant, Shareholder or otherwise, has any claim, right or interest in respect of the Plan or any Shares or other property of the Plan, whether against the Company or any other person, as a consequence of termination of the person's employment or appointment or otherwise, except under and in accordance with these Plan Rules.

## **22.2 Attorney**

- (a) Each Participant, in consideration of the issue of an Invitation, shall be deemed to irrevocably appoint the Company, and any person nominated from time to time by the Company (each an Attorney) severally, as the Participant's attorney to complete and execute any documents including applications for Performance Rights and Performance Right transfers and to do all things necessary on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these Plan Rules.
- (b) The Participant shall be deemed to covenant that the Participant shall:
  - (i) ratify and confirm any act or thing done pursuant to the powers conferred by this Rule 22.2;
  - (ii) release the Company, each Director and the Attorney (where applicable) from any liability whatsoever arising from the exercise of the powers conferred by this Rule 22.2; and
  - (iii) shall indemnify and hold harmless the Company, each Director and the Attorney (where applicable) in respect of such powers.

## **22.3 Notices**

- (a) Any notice, certificate, consent, approval, waiver or other communications given under these Plan Rules is deemed to have been duly given if:
  - (i) sent by electronic mail or delivered by hand; or
  - (ii) sent by ordinary registered prepaid mail, and is deemed to have been served:
  - (iii) if sent by electronic mail or delivered by hand, at the time of sending or delivery; or
  - (iv) if posted by registered prepaid mail, three Business Days (or, if posted to an address outside Australia, seven Business Days) after the date of posting.
- (b) Delivery, transmission and postage:
  - (i) if not given personally, is to the last known address of an Eligible Employee or Participant;
  - (ii) is to the address of the Company.

## **22.4 Changes to the Applicable Law**

If a change occurs to an Applicable Law in a manner that affects the legal or practical effect or validity of the Plan, the Company agrees to work with Participants and make any changes necessary to this Plan to restore the legal or practical effect and validity of the Plan.

## 22.5 Governing Law and Jurisdiction

This Plan is governed by the laws of the Governing Jurisdiction. Any person referred to in the Plan submits to the exclusive jurisdiction of the Courts of the Governing Jurisdiction.

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## 23. DEFINITIONS AND INTERPRETATION

### 23.1 Definitions

In this agreement the following definitions apply:

**Acquiring Company** means a company that acquires the Company pursuant to a Change of Control event.

**Applicable Law** means any one or more or all, as the context requires of:

- (a) the laws of the Governing Jurisdiction;
- (b) the Corporations Act;
- (c) the Tax Act;
- (d) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a),(b)and (c) above;
- (e) the Constitution;
- (f) the Listing Rules; and
- (g) any other legal requirement that applies to the Plan.

**Application Form** means an application form in respect of an Invitation in the form approved by the Board from time to time.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

**Attorney** has the meaning within Rule 22.2.

**Board** means all or some of the Directors of the Company acting as a board or duly authorised committee of the board.

**Business** means the business conducted by the Company Group.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the Governing Jurisdiction.

**Cash Equivalent Value** means, per Performance Right, a cash amount equal to the market value of the Plan Share that would otherwise have been issued to the Participant at the date of exercise, less the Exercise Price of the Performance Right.

**Change of Control means:**

- (a) a bona fide Takeover Bid is declared unconditional and the bidder has acquired a Relevant Interest in at least 50.1% of the Company's issued Shares;
- (b) a court approves, under Section 411(4)(b) of the Corporations Act, a proposed compromise or arrangement for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or
- (c) in any other case, a person obtains Voting Power in the Company which the Board (which for the avoidance of doubt will comprise those Directors immediately prior to the person acquiring that Voting Power) determines, acting in good faith and in accordance with their fiduciary duties, is sufficient to control the composition of the Board

**Company** has the meaning within Schedule 1.

**Company Group** means the Company and any Subsidiary of the Company or each or any combination of them as the context requires.

**Constitution** means the constitution of the Company as amended from time to time.

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

**Directors** means a director of the Company within the meaning of the Corporations Act.

**Disposal Restrictions** means any restrictions on the disposal or transfer of the Performance Rights or Plan Shares, as specified in these Plan Rules or in an Invitation.

**Eligible Employee** means an Employee selected by the Board at its absolute discretion to participate in the Plan.

**Employee means:**

- (a) a full time or part-time employee of any company in the Company Group;
- (b) a director who is not employed in an executive capacity by any company in the Company Group; or
- (c) a consultant to any company in the Company Group.

**Encumbrance** means any security interest, mortgage, lien, charge, pledge, restriction against transfer, title retention, preferential right or trust arrangement, claim, covenant, easement or any other arrangement having the same effect and **Encumber** has the corresponding meaning.

**Exercise Notice** means a duly completed and executed notice of exercise of a Performance Right by a Participant, in the form approved by the Board from time to time.

**Exercise Period** in relation to a Performance Right, means the period commencing on the date on which a Performance Right Vests and ending on the Expiration Date.

**Exercise Price** means the Exercise Price (if any) as specified in these Plan Rules or in an Invitation.

**Exercise Restrictions** means restrictions on the ability of a Participant to exercise a Vested Performance Right, as specified in these Plan Rules or in an Invitation.

**Expiration Date** means the maximum term of the Performance Rights as specified in the Invitation.

**Foreign Resident Participant** means a Participant who is not a resident of Australia.

**Governing Jurisdiction** means the jurisdiction specified in Schedule 1.

**Invitation** has the meaning set out at Rule 3.

**Invitation Lapse Date** means the last date that the Application Form can be submitted as set out in the Invitation.

**Listing Rules** means the official Listing Rules of the ASX as they apply to the Company from time to time.

**Participant** means an Eligible Employee who has been issued Performance Rights under the Plan.

**Performance Right** means a right to subscribe for one fully paid Plan Share, such right meeting the requirements set out at Schedule 2, and **Performance Rights** means the number of such Performance Rights set out in the Invitation.

**Plan** means the plan constituted by the Plan Rules.

**Plan Name** means the name this Plan, as set out at Schedule 1.

**Plan Rules** means the rules of the Plan, including any schedules and annexures to it, set out in this document, as amended from time to time.

**Plan Share** means a Share issued as a result of the exercise by the Participant of an Option and Plan Shares has the corresponding meaning. Plan Share will be delivered to the Participant for nil consideration subject to Vesting Conditions.

**Relevant Interest** has the meaning given in the Corporations Act.

**Share** means an ordinary share in the Company and **Shares** has the corresponding meaning.

**Shareholder** means the holder of Shares.

**Subsidiary** has the meaning given in the Corporations Act but so that:

- (a) an entity will also be deemed to be a subsidiary of a company if it is controlled by that company (expressions used in this paragraph have the meanings given for the purposes of Parts 2.6 and 2.7 of the Corporations Act);
- (b) a trust may be a subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and

- (c) a corporation or trust may be a subsidiary of a trust if it would have been a subsidiary if that trust were a corporation.

**Takeover Bid** means a takeover bid (as defined in the Corporations Act) to acquire the Company's Shares.

**Tax Act** means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) or both, as the context requires.

**Vest** means the right to exercise a Performance Right subject to Exercise Restrictions upon meeting any Vesting Conditions and **Vested** and **Vesting** has the corresponding meaning.

**Vesting Conditions** means any conditions imposed on the vesting of the Performance Rights, as specified in these Plan Rules or in an Invitation, the meeting (or otherwise) of which will be notified to the Participant.

**Vesting Date** means the first date that the Performance Rights may Vest, as specified in the Plan Rules or in an Invitation.

**Vesting Notice** means a notice, in the form approved by the Board from time to time, in respect of the satisfaction or waiver of the Vesting Conditions and delivered by the Board to a Participant.

**Vesting Period** means the prescribed period for satisfaction of a Vesting Condition, as specified in these Plan Rules or in an Invitation.

**Voting Power** has the meaning given in the Corporations Act.

## 23.2 Interpretation

In these Plan Rules, unless the context requires otherwise:

- (a) the singular includes its plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) headings are for convenience only and do not affect interpretation;
- (d) a reference to:
  - (i) a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
  - (ii) a party in these Plan Rules or another document includes that party's successors, permitted substitutes or permitted assigns;
  - (iii) a particular time is a reference to that time in the Governing Jurisdiction;
  - (iv) any agreement (including these Plan Rules) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;
  - (v) a Rule, clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure in or to these Plan Rules;

- (vi) writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form;
  - (vii) legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (viii) words such as including, or for example do not limit the meaning of the words preceding them;
  - (ix) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
  - (x) nothing in these Plan Rules is to be interpreted against a party solely on the ground that the party or its advisers drafted it;
- (e) in the event of an inconsistency between these Plan Rules and an Invitation, the terms of these Plan Rules prevail over the terms of an Invitation.

### **23.3 Effect of Plan Rules**

If any rule of the Plan Rules is invalid, unenforceable or otherwise ineffective, that invalidity, unenforceability or ineffectiveness does not affect the validity, enforceability, operation, construction or interpretation of any other rule in the Plan Rules, with the intent that the invalid, unenforceable or ineffective rule shall be read down or, if it is not capable of being read down, shall be treated for all purposes as severable from the Plan Rules.

## SCHEDULE 5 – PERFORMANCE RIGHTS VALUATION

The relevant assumptions for the Performance Rights to be issued to the Managing Director are set out below.

Input	Tranche 1 Share Price Tranche Year 1	Tranche 2 Share Price Tranche Year 2	Tranche 1 Share Price Tranche Year 3	Tenure 2 Tenure Tranche
Number of Rights	3,360,000	3,360,000	3,360,000	1,120,000
Valuation Model	Monte Carlo	Monte Carlo	Monte Carlo	Black-Scholes
Performance Hurdle	Market based	Market based	Market based	Non-market based
Assumed Share Price at Grant Date <sup>1</sup>	\$0.027	\$0.027	\$0.027	\$0.027
Performance Condition	Refer to Schedule 3 – Item one of the table <sup>2</sup>	Refer to Schedule 3 – Item one of the table <sup>2</sup>	Refer to Schedule 3 – Item one of the table <sup>2</sup>	Refer to Schedule 3 – Item two of the table <sup>3</sup>
Expiry Period	4 years	4 years	4 years	4 years
Risk free interest rate	0.17%	0.17%	0.17%	0.17%
Dividend Yield	0%	0%	0%	0%
Valuation per Right	\$0.011	\$0.015	\$0.019	\$0.027
Total Value of Rights	\$36,960	\$50,400	\$63,840	\$30,240
Total Value of Rights	\$181,440			

### Notes:

1. The share price used is \$0.027 as at 9 April 2021.

2. Share Price Tranche: The Share Price tranche has 3 performance periods of 12 months, 24 months and 36 months, at which time the vesting conditions set out Schedule 3 item 1 of the table will be tested.

3. Tenure Tranche: non-market based vesting conditions attached that require that the employee remains employed at 88E up to and including the date that is 3 years following the date of issue.



88 Energy Limited  
ABN 80 072 964 179

88E

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030



## Need assistance?



**Phone:**  
1300 850 505 (within Australia)  
+61 3 9415 4000 (outside Australia)



**Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)



## YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00 AM (AWST)** on **Wednesday, 19 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](http://www.investorcentre.com) under the help tab, "Printable Forms".

## Lodge your Proxy Form:

**XX**

### Online:

Lodge your vote online at [www.investorvote.com.au](http://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: 999999**  
**SRN/HIN: I999999999**  
**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://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.

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030



**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.



I 9999999999

I ND

## Proxy Form

Please mark ☒ to indicate your directions

### Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of 88 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 Annual General Meeting of 88 Energy Limited to be held at Vibe Hotel Subiaco, Level 9, 9 Alvan Street, Subiaco WA 6008 on Friday, 21 May 2021 at 10:00 AM (AWST) and at any adjournment or postponement of that meeting.

**Chairman authorised to exercise undirected proxies on remuneration related resolutions:** Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 1, 6 and 8 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1, 6 and 8 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

**The Chairman of the Meeting intends to vote undirected proxies in favour of each Item of business with the exception of Resolution 8 where the Chairman of the Meeting intends to vote against.**

**Important Note:** If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 1, 6 and 8 by marking the appropriate box in step 2.

### 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 Adoption of Remuneration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Re-election of Stephen Staley as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Approval of 7.1A Mandate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Ratification of issue of Placement Shares issued under Listing Rule 7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Ratification of issue of Transaction Fee Shares issued under Listing Rule 7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Issue of Performance Rights to Managing Director – Ashley Gilbert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Ratification of issue of Subscription Shares under Listing Rule 7.1A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Conditional Spill Resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business with the exception of Resolution 8 where the Chairman of the Meeting intends to vote against. 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

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