



## Jade Appoints Chief Executive Officer

### HIGHLIGHTS

- **Jade appoints Mr Chris Jamieson as Chief Executive Officer (CEO) effective 16 December 2021**
- **Mr Jamieson brings extensive oil and gas industry experience and capital markets capability**
- **Primary CEO responsibility is to manage all aspects of Jade's flagship TT CBM Gas Project in South Gobi Basin, Mongolia which aims to support Mongolia's energy independence and cleaner energy mix**
- **CEO appointment complements experienced management with coal bed methane expertise**
- **Six well drilling program to commence shortly**

Jade Gas Holdings (ASX:JGH) (**Jade** or the **Company**) is pleased to advise that it has appointed Mr Chris Jamieson as the Company's Chief Executive Officer, commencing 16 December 2021, to lead the development of the Company's flagship TT Coal Bed Methane Gas Project in the South Gobi Basin in Mongolia (**TT CBM Project** or the **Project**).

Chris has broad experience in the oil and gas sector having spent over seven years at ASX listed Beach Energy Ltd. Chris held various roles at Beach Energy Ltd, including Group Executive - External Relations, a role which had oversight of all external and internal communications, with a prime focus on the institutional and retail investor communities. Prior to working at Beach Energy Ltd, Chris worked in corporate finance at Ernst & Young for nine years in Adelaide, London, and San Francisco, as well as seven years in the mergers and acquisitions group at Normandy Mining Ltd, Australia's largest gold miner at the time. More recently Chris co-founded Jamieson Piper, a capital markets and investor relations firm that serviced clients across a range of industries including oil and gas, mining and manufacturing.

Chris holds a Bachelor of Commerce from the University of Adelaide, as well as a number of post graduate qualifications including a CPA, graduate diploma of Applied Finance and Investment (FINSIA), graduate diploma of Wine Business (University of Adelaide) and diploma of Investor Relations (AIRA).

As CEO, Chris will be responsible for and manage all aspects of the Company's flagship TT CBM Project in the South Gobi Basin in Mongolia. One of the key goals of this Project is to deliver a cleaner energy mix to the country of Mongolia and its people through the production of indigenous natural gas as a substitution for coal and imported electricity.

Chris joins the Company at a pivotal time to bolster the management team ahead of the upcoming six well program at the TT CBM Project, led by Jade's General Manager of Technical, Mark Pitkin. Mark is a reservoir engineer, with almost 30 years of experience in the oil and gas industry, who most recently worked as the

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#### Directors

Joseph Burke	Executive Director
Anthony Hall	Non-Executive Chairman
Daniel Eddington	Non-Executive Director
Dennis Morton	Non-Executive Director
Brad Drabsch	Non-Executive Director

General Manager of Development for Beach Energy Ltd's South Australian and Western Australian assets. Mark has extensive CBM experience and was Origin's subsurface development engineer for the Spring Gully CBM Field. This project went from a five-well pilot to gas production of 10 PJ per annum, which formed a key part of the full field development plan for the more than 1 Tcf field. Mark also stewarded Beach Energy Ltd's Tipton West CBM technical position during the successful sale process to Arrow Energy.

The upcoming drilling program is fundamental to the Company's obligations under the CBM Exploration Plan for Year 1 that was approved by the Mongolian regulator, the Mineral Resources and Petroleum Authority of Mongolia earlier in the year. The program builds on the successful eight well program that Jade Gas Pty Ltd completed whilst a private company in CY2019, prior to its acquisition by the Company.

**Commenting on his appointment, Mr Jamieson said:**

*"I am delighted to be taking on the leadership role at Jade, which has the potential to not just develop a substantial energy asset, but also be part of the transformation of a country's energy needs.*

*Jade, through its partnership with the Mongolian government, is uniquely positioned to support cleaner energy options for Mongolia and its people. Our highly-capable team, both in Mongolia and here in Australia, is about to embark on a six well program, with the ultimate goal being the commercial production of natural gas from the TT CBM Project.*

*I am incredibly excited by the opportunity to lead the Jade team, and look forward to executing on our plans to deliver value for all stakeholders."*

A summary of Mr Jamieson's key terms of employment is attached. Terms reflect an approach to executive remuneration with a heavier weighting being placed on long term incentives coupled with a focus on short term financial and critical non-financial goals.

**- ENDS -**

**Authorised for release by: Joseph Burke, Executive Director.**

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## Key terms of CEO employment agreement

In accordance with ASX Listing Rule 3.16.4, Jade makes the following disclosures in respect of the key terms of the employment agreement entered into with the CEO Mr Chris Jamieson (**Agreement**).

<b>Term of Appointment</b>	Mr Jamieson has been appointed as CEO of Jade Gas Holdings Limited (Jade) commencing 16 December 2021 (Employee).
<b>Total Fixed Remuneration (TFR)</b>	\$347,500 per annum (including superannuation)
<b>Incentives</b>	<p>Participation in Jade's Short Term Incentive (STI) Plan: STI opportunity of a maximum 60% of TFR based on Board approved KPIs agreed annually.</p> <p>Participation in JGH's Long Term Incentive (LTI) Plan: Subject to certain conditions, Mr Jamieson is entitled to up to 16 million Performance Rights that convert to ordinary shares in two equal tranches.</p> <p>LTI Number of Tranche 1 Performance Rights: 8 million</p> <p>The Employee will be entitled to Tranche 1 Performance Rights that convert to shares when: The Volume Weighted Average Price (VWAP) of the Company's shares as calculated over 20 consecutive trading days is equal to or exceeds 150% times Vesting Price A* at any time but not later than 4 years from the date of commencement.</p> <p>And will vest: No earlier than the 12-month anniversary of the commencement of employment, provided that the Employee is employed by Jade at the time of the VWAP condition being satisfied.</p> <p>Both of the VWAP condition and the employment condition must be satisfied for the Tranche 1 Performance Rights to vest and convert to ordinary shares.</p> <p>Number of Tranche 2 Performance Rights: 8 million</p> <p>The Employee will be entitled to Tranche 2 Performance Rights that convert to shares when: The VWAP of the Company's shares as calculated over 20 consecutive trading days is equal to or exceeds 200% times Vesting Price A* at any time but not later than 4 years from the date of commencement.</p> <p>And will vest: No earlier than the 24-month anniversary of the commencement of employment, provided that the Employee is employed by Jade at the time of the VWAP condition being satisfied.</p> <p>Both of the VWAP condition and the employment condition must be satisfied for the Tranche 2 Performance Rights to vest and convert to ordinary shares.</p> <p>Vesting Price A is calculated as the VWAP of JGH's ordinary shares as calculated over 20 trading days immediately prior to the commencement of employment.</p> <p>Upon satisfaction of applicable conversion condition(s) and vesting, Performance Rights entitle the holder to an equal number of ordinary shares in Jade.</p> <p>The other common terms of the Performance Rights are set out in Annexure A.</p> <p><i>* For avoidance of doubt 150% times a Vesting Price of 7c is 10.5c and 200% times is 14c.</i></p>
<b>Termination</b>	<p>Jade may terminate the Employment Agreement by giving not less than six months' written notice. Further, Jade may make a payment to Mr Jamieson in lieu of providing notice.</p> <p>Mr Jamieson may terminate the Employment Agreement by giving Jade three months' notice in writing</p>

Otherwise, Jade may terminate Mr Jamieson's position without notice or payment for, amongst other things, serious or persistent misconduct, willful neglect in discharge of his duties, or being charged with or convicted of any criminal offence.

## About Jade Gas

Jade Gas Holdings Limited is a gas exploration company focused on the coal bed methane (**CBM**) potential of Mongolia. Jade's flagship project is the Coal Bed Methane gas project over the Production Sharing Agreement (**PSA**) area of Tavantolgoi XXXIII unconventional oil basin, (**TT CBM Project**). Jade will operate and manage the project through its subsidiary Methane Gas Resource LLC (**MGR**), a joint venture company (**JV**) partnering with Erdenes Methane LLC (**EM**), the representative of the Mongolian Government. The JV was formed with the intention to explore, develop and produce gas from the TT CBM Project located in the South Gobi region of Mongolia.

Jade's joint venture partner, EM, was awarded a PSA over the TT CBM Project area in April 2020, after completion by MGR of the requirements of a Prospecting Agreement (**PA**) held by JV partner EM over the area. In accordance with the joint venture agreements, Jade managed, fully funded and operated the fulfillment of the PA requirements during that period. Following approval of the Cabinet of Mongolia in October 2020, the PSA rights and obligations were fully transferred to the joint venture company MGR.

It is the strategy of Jade to seek to develop the Project so that gas produced may, in the long term, provide a reliable supply option to the oil and gas product market and to the power sector in Mongolia, both to the capital city of Ulaanbaatar and also into regional areas. Achievement of this strategy would partially displace the use of imported electricity, gas and gas liquid products, reduce the use of higher carbon emission emitting fuel sources such as coal and diesel, and not only reduce the air pollution of the capital city of Ulaanbaatar, and also into regional areas as well as mitigating the reliance on imported electricity.

Supporting Mongolia's energy transition is a key priority for Jade, and success will result in:

- Improving Mongolia's energy independence;
- Capacity support for Mongolia's significant future energy demand growth;
- Decarbonizing the economy by improving the energy mix with cleaner fuel sources; and
- Environmental, health and wellbeing benefits for the people and country of Mongolia.



Figure 1: Location of the TT CBM Gas Project in the South Gobi Basin of Mongolia

## **ANNEXURE A**

### **TERMS OF PERFORMANCE RIGHTS**

The terms of Performance Rights are set out below:

- (a) A Performance Right is a right to receive a fully paid ordinary share in the capital of the Company (**Share**) subject to satisfaction of an Applicable Milestone(s) (refer to (m) below).
- (b) A Performance Right lapses when the Applicable Milestone(s) is no longer capable of being achieved (**Lapse Date**).
- (c) A Performance Right does not entitle the Holder to attend, or vote on any resolutions proposed at, a general meeting of shareholders of the Company.
- (d) A Performance Right does not entitle the Holder to any dividends.
- (e) A Performance Right does not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (f) Upon winding up of the Company, a Performance Right may not participate in the surplus profits or assets of Company.
- (g) A Performance Right is not transferable.
- (h) In the event that the issued capital of the Company is reconstructed, and the Company is listed on ASX at the relevant time, all rights of a Holder will be changed to the extent necessary to comply with the ASX Listing Rules at the time of reorganisation provided that, subject to compliance with the ASX Listing Rules, following such reorganisation the economic and other rights of the Holders are not diminished or terminated.
- (i) This clause applies whilst the Company is listed on ASX. Performance Rights will not be quoted on ASX. Upon conversion of a Performance Right into a Share in accordance with these terms, the Company must within seven (7) days from the date of conversion, apply for and use best endeavours to obtain official quotation on ASX of the Shares arising from conversion.
- (j) Holders of Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares, such as bonus issues and entitlement issues.
- (k) This clause applies whilst the Company is listed on ASX. The terms of the Performance Rights may be amended as necessary by the Board to comply with the ASX Listing Rules, or any direction of ASX regarding the terms provided that, subject to compliance with the ASX listing rules, following such amendment, the economic and other rights of the Holder are not diminished or terminated.
- (l) A Performance Right gives the Holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
- (m) A Performance Right will convert into one Share upon the achievement of the milestone(s) (which may include vesting conditions) applicable to that Performance Right prior to the Lapse Date (the **Applicable Milestone(s)**). The Applicable Milestone(s) for a Performance Right will be specified in the terms of issue of or invitation to apply for the Performance Right.



- (n) In the event the Applicable Milestone(s) is satisfied prior to the Lapse Date, Performance Rights held by a Holder will convert into an equal number of Shares. Only those Performance Rights to which the satisfied Applicable Milestone was the milestone will convert to Shares and all other Performance Rights will remain unconverted until the earlier of satisfaction of the Applicable Milestone(s) applying to them or the Lapse Date. The conversion of Performance Rights is subject to applicable laws and, in particular, the conversion not resulting in a breach of section 606 of the Corporations Act 2001 (Cth).
- (o) If the Applicable Milestone(s) for a Performance Right is not achieved by the Lapse Date, all Performance Rights for which that milestone(s) is the Applicable Milestone(s) will lapse and be deemed to have been cancelled without payment or other compensation to the Holder.
- (p) The Shares into which the Performance Rights will convert will rank pari passu in all respects with existing Shares and, if the Company is listed on ASX, an application will be made by the Company to ASX for official quotation of the Shares issued upon conversion.
- (q) The conversion of Performance Rights is subject to compliance at all times with the Corporations Act and the Listing Rules of ASX (if the Company is listed on ASX at the relevant time).