



6 May 2022

Dear Shareholder,

### **General Meeting – Notice and Proxy Form**

Grand Gulf Energy Limited (ASX: GGE) (**GGE** or **the Company**) is convening a General Meeting (**Meeting**) to be held at Level 1, Suite 9/110 Hay Street, Subiaco WA 6008 Western Australia, and virtually via an online platform provided by the Company's share registry, Advanced Share Registry, on Friday, 10 June 2022 at 10:00am (AWST).

In accordance with the Corporations Amendments (Meetings and Documents) Act 2022 which came into effect on 1 April 2022, the Company will not be dispatching physical copies of the Notice of Meeting (**Notice**). Instead, the Notice is being made available to shareholders electronically and can be viewed and downloaded online at the following link: <https://grandgulfenergy.com/investors/>. The Notice will also be posted on the Company's ASX market announcements page.

All resolutions at the Meeting will be decided by poll and details of how to access the online platform and vote online are provided in the Notice. Shareholders are encouraged to complete and lodge their proxies online or otherwise in accordance with the instructions set out in the proxy form and the Notice.

A copy of your personalised proxy form is enclosed for your convenience. Your proxy voting instructions must be received by 10:00am (AWST) on 8 June 2022, being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting. The Company strongly encourages shareholders to lodge a directed proxy form.

Circumstances relating to COVID-19 can change rapidly. The Company will update shareholders if changing circumstances will impact planning or the arrangements for the Meeting by way of announcement on ASX and the details will also be made available on our website at <https://grandgulfenergy.com/investors/>.

The Notice is important and should be read in its entirety. If you are in doubt as to the course of action you should follow, you should consult your financial adviser or other professional adviser. If you have any difficulties obtaining a copy of the Notice, please contact Advanced Share Registry on 1300 113 258 (within Australia) or +61 8 9389 8033 (overseas) or the Company Secretary on +61 8 6102 4826 between 9am to 5pm (AWST), Monday to Friday.

Yours faithfully

Lloyd Flint  
Company Secretary  
**Grand Gulf Energy Limited**

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## **GRAND GULF ENERGY LIMITED**

ACN 073 653 175

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### **NOTICE OF GENERAL MEETING**

**A general meeting of the Company will be held at Level 1, Suite 9/110 Hay Street, Subiaco WA 6008 Western Australia on Friday, 10 June 2022 at 10:00am (WST).**

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*Due to the ongoing COVID-19 pandemic, the meeting will be held as a hybrid meeting at the above physical location and via a webinar conferencing facility. If you are a shareholder who wishes to attend and participate in the meeting virtually via the webinar, please register in advance as per the instructions accompanying this Notice of Meeting.*

*Shareholders are strongly encouraged to lodge their completed proxy forms in accordance with the instructions in this Notice of Meeting.*

*Following recent modifications brought to the Corporations Act 2001 and the Corporations Regulations 2001, no hard copy of the Notice of General Meeting and Explanatory Statement will be circulated. The Notice of Meeting has been given to those entitled to receive by use of one or more technologies. The Notice of Meeting is also available on the Australian Securities Exchange announcement platform and on the Company's website: [www.grandgulfenergy.com](http://www.grandgulfenergy.com)*

*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 accountant, solicitor or other professional adviser prior to voting.*

*Should you wish to discuss any matter please do not hesitate to contact the Company Secretary on (+61 8) 9226 2209*

# GRAND GULF ENERGY LIMITED

ACN 073 653 175

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## NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of Shareholders of Grand Gulf Energy Limited (**Company**) will be held at Level 1, Suite 9/110 Hay Street, Subiaco WA 6008, Western Australia, on Friday, 10 June 2022 at 10:00am (WST) (**Meeting**).

The Explanatory Memorandum to this Notice provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of this Notice.

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 as Shareholders on Wednesday, 8 June 2022 at 6.30pm (AWST).

Terms and abbreviations used in this Notice and Explanatory Memorandum are defined in Section 8.

## AGENDA

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### 1 Resolution 1 – Ratification of prior issue of Placement Shares under Listing Rule 7.1 capacity

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 approve and ratify the prior issue using the Company's placement capacity under Listing Rule 7.1 of 121,688,934 Placement Shares to the Placement Participants each at an issue price of \$0.044 pursuant to the Placement on the terms and conditions set out in the Explanatory Memorandum."*

#### Voting Exclusion

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

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

- a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- b) the Chair of the Meeting 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:
  - 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
  - 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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## 2 Resolution 2 – Ratification of prior issue of Placement Shares under Listing Rule 7.1A capacity

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 approve and ratify the prior issue using the Company's placement capacity under Listing Rule 7.1A of 128,311,067 Placement Shares to the Placement Participants each at an issue price of \$0.044 pursuant to the Placement on the terms and conditions set out in the Explanatory Memorandum."*

### Voting Exclusion

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

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

- a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- b) the Chair of the Meeting 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:
  - 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
  - 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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## 3 Resolution 3 – Approval to grant Placement Options

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve and authorise the grant of 83,333,333 Placement Options (each exercisable at \$0.08 and expiring on the date 3 years from grant) to the Placement Participants on the basis of 1 free attaching Placement Option for every 3 Placement Shares subscribed for in the Placement on the terms and conditions set out in the Explanatory Memorandum."*

### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of the Placement Participants and their nominees or a person who will obtain a material benefit as a result of the proposed issue (except a benefit by reason of being a Shareholder) or any associates of those persons.

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

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

- 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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## 4 Resolution 4 - Approval to grant Broker Options to Joint Lead Managers

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 7.1 and for all other purposes, Shareholders approve and authorise the grant of 20,000,000 Broker Options (each exercisable at \$0.08 and expiring on the date 3 years from grant) to Evolution Capital Pty Ltd and CPS Capital Group Pty Ltd (or their respective nominee/s) as part of capital raising fees for services provided to the Company as joint lead managers of the Placement on the terms and conditions set out in the Explanatory Memorandum."*

### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of the Joint Lead Managers and their nominees or a person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a Shareholder) or any associates of those persons.

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

- a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- b) the Chair of the Meeting 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:
  - 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
  - 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 5 – Ratification of prior issue of Shares to a consultant

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 approve and ratify the prior issue using the Company's placement capacity under Listing Rule 7.1 of 13,500,000 Shares to Blackstone Oil and Gas LLC for consultancy services provided to the Company on the terms and conditions set out in the Explanatory Memorandum."*

### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Blackstone Oil and Gas LLC or any associates of those persons.

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

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

- b) the Chair of the Meeting 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:
- 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
  - 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 6 – Approval to grant Director Incentive Securities to Mr Dane Lance

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 10.14 and for all other purposes, Shareholders approve the grant of 10,000,000 Class B Incentive Performance Rights, 20,000,000 Class C Incentive Performance Rights and 10,000,000 Incentive Options (each exercisable at \$0.07 expiring on the date 4 years from grant) to Mr Dane Lance (or his nominee) under the GGE Employee Securities Incentive Plan and on the terms and conditions in the Explanatory Memorandum."*

### Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person referred to in Listing Rule 10.14.1, Listing Rule 10.14.2 or Listing Rule 10.14.3 who is eligible to participate in the GGE Employee Securities Incentive Plan and their nominees or any associates of those persons.

However, the Company will not disregard a vote cast in favour of this Resolution by:

- a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or
- b) the Chair of the Meeting 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:
- 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
  - the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Dated 6 May 2022

**BY ORDER OF THE BOARD**

Lloyd Flint  
Company Secretary

# GRAND GULF ENERGY LIMITED

ACN 073 653 175

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## EXPLANATORY MEMORANDUM

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### 1 Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at Level 1, Suite 9/110 Hay Street, Subiaco WA 6008, Western Australia on Friday, 10 June 2022 at 10:00am (WST).

This Explanatory Memorandum should be read in conjunction with, and forms part of, the accompanying Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions set out in the Notice.

A Proxy Form is located at the end of the Explanatory Memorandum.

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### 2 Action to be taken by Shareholders

Shareholders should read the Notice and this Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

#### 2.1 Proxies

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgment of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

- a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- b) a proxy need not be a member of the Company; and
- c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

#### 2.2 Voting Prohibition by Proxy Holders

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment on Resolution 6 if:

the person is either:

- a member of the Key Management Personnel of the Company; or

- a Closely Related Party of such a member, and

the appointment does not specify the way the proxy is to vote on the Resolution.

However, the prohibition does not apply if:

- the proxy is the Chair of the Meeting; and
- the appointment expressly authorises the Chair of the Meeting to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel of the Company.

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## 3 Resolutions 1 and 2 – Ratification of prior issue of Placement Shares

### 3.1 General

The Company recently completed a placement as announced on 20 April 2022 by issuing a total of 250,000,000 Shares to the Placement Participants each at an issue price of \$0.044 per Share (**Placement Shares**) which raised a total of \$11 million before costs (**Placement**). The Company is also proposing to grant free attaching Placement Options each exercisable at \$0.08 and expiring on the date 3 years from grant on the basis of 1 free attaching Placement Option for every 3 Placement Shares subscribed for subject to Shareholder approval.

Funds raised under the Placement will be used to fully fund at least two helium exploration wells at the Company's Red Helium Project, each at an estimated US\$3.3 million per well, whilst also allowing the Company to evaluate further strategic acquisitions and corporate opportunities.

The Placement Shares were issued by the Company to the Placement Participants using its annual limit permitted under Listing Rule 7.1 and the additional 10% annual limit approved by Shareholders under Listing Rule 7.1A at the Company's 2021 Annual General Meeting, without the need for Shareholder approval.

Shareholder ratification of the prior issue of the Placement Shares is sought pursuant to Resolutions 1 and 2. Shareholder approval to grant the Placement Options to the Placement Participants is sought pursuant to Resolution 3.

The Placement was managed by the Joint Lead Managers, Evolution Capital Pty Ltd and CPS Capital Group Pty Ltd which received capital raising fees of 6% of total funds raised under the Placement. The Company has also agreed to grant the Joint Lead Managers (or their respective nominee/s) a total of 20,000,000 listed Broker Options each exercisable at \$0.08 and expiring on the date 3 years from grant, subject to Shareholder approval, as part of the fees for services provided to the Company for managing the Placement. Shareholder approval to grant the Broker Options is sought pursuant to Resolution 4.

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of shareholders, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

Listing Rule 7.1A enables eligible entities to issue equity securities up to 10% of its issued share capital through placements over a 12 month period after the annual general meeting at which shareholders approve the 10% placement facility. The 10% placement facility is in addition to the Company's 15% placement capacity under Listing Rule 7.1.



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 (pursuant to Listing Rule 7.1 or the additional 10% capacity under Listing Rule 7.1A). 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, Resolution 1 seeks Shareholder ratification of the issue of 121,688,934 Placement Shares which were issued pursuant to the Company's 15% capacity under Listing Rule 7.1 under and for the purposes of Listing Rule 7.4. Resolution 2 seeks Shareholder ratification of the issue of 128,311,067 Placement Shares which were issued pursuant to the Company's additional 10% capacity under Listing Rule 7.1A under and for the purposes of Listing Rule 7.4.

If Resolutions 1 and 2 are passed, the issue of the Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1 and additional 10% placement capacity under Listing Rule 7.1A, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Placement Shares or during the balance of the 12 months from the date of the Company's 2021 Annual General Meeting (as applicable).

If Resolutions 1 and 2 are not passed, the prior issue of 250,000,000 Placement Shares will be included in calculating the Company's 15% limit in Listing Rule 7.1 and additional 10% placement capacity under Listing Rule 7.1A, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the date of issue of the Placement Shares or during the balance of the 12 months from the date of the Company's 2021 Annual General Meeting (as applicable).

Resolutions 1 and 2 are each an ordinary resolution.

## **1.2 Information required by Listing Rule 7.5**

The following information for Resolutions 1 and 2 in respect of the issue of the Placement Shares is provided for the purposes of Listing Rule 7.5:

- (a) A total of 250,000,000 Placement Shares were issued pursuant to the Placement as follows:
  - 121,688,934 Placement Shares were issued pursuant to the Company's 15% capacity under Listing Rule 7.1. Ratification of the issue of these Shares is being sought pursuant to Resolution 1.
  - 128,311,067 Placement Shares were issued pursuant to the Company's additional 10% capacity under Listing Rule 7.1A. Ratification of the issue of these Shares is being sought pursuant to Resolution 2.
- (b) The Placement Shares were issued to various professional and sophisticated investors introduced by the Joint Lead Managers. None of the Placement Participants are a related party or substantial holder of the Company, a member of the Company's key management personnel, an adviser to the Company, or any associates of those persons who received more than 1% of the Company's issued capital. Accordingly, none of the Placement Participants are material investors for the purposes of ASX guidance note 21 paragraph 7.2.
- (c) The Placement Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.

- (d) The Placement Shares were issued at \$0.044 each.
- (e) The issue of the Placement Shares raised approximately \$11 million (before costs). Funds raised will be used to fully fund at least two helium exploration wells at the Company's Red Helium Project, each at an estimated US\$3.3 million per well, whilst also allowing the Company to evaluate further strategic acquisitions and corporate opportunities.
- (f) A voting exclusion statement is included in the Notice.

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## **4 Resolution 3 – Approval to grant Placement Options**

### **4.1 General**

As part of the Placement detailed in Section 3.1, the Company has agreed to grant a total of 83,333,333 Placement Options to the Placement Participants (or their nominees) as free attaching Options on the basis of 1 Placement Option for every 3 Placement Shares subscribed for subject to Shareholder approval.

The Placement Options will each be exercisable at \$0.08 on or before the date 3 years from grant.

The grant of the Placement Options does not fall within any of the exceptions to Listing Rule 7.1 and exceeds the 15% limit in Listing Rule 7.1. It therefore requires Shareholder approval under Listing Rule 7.1.

A summary of Listing Rule 7.1 is provided in Section 3.1.

Resolution 3 seeks the required Shareholder approval to the grant of a total of 83,333,333 Placement Options to the Placement Participants under and for the purposes of Listing Rule 7.1.

If Resolution 3 is passed, the Company will be able to proceed with the grant of the Placement Options to the Placement Participants. The Placement Options will be granted as free attaching Options. Accordingly, no funds will be raised from the grant of the Placement Options. In addition, the grant of 83,333,333 Placement Options will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 3 is not passed then the Company will not be able to proceed with the grant of the Placement Options to the Placement Participants.

Resolution 3 is an ordinary resolution.

### **1.3 Information required by Listing Rule 7.5**

The following information in respect of Resolution 3 for the grant of the Placement Options is provided for the purposes of Listing Rule 7.5:

- (a) The maximum number of securities the Company may grant under Resolution 3 is 83,333,333 Placement Options.
- (b) The Placement Options will be granted to the Placement Participants being various professional, sophisticated and institutional investors introduced by the Joint Lead Managers. None of the Placement Participants are a related party or substantial holder of the Company, a member of the Company's key management personnel, an adviser to the Company, or any associates of those persons who received more than 1% of the Company's issued capital. Accordingly, none of the Placement Participants are material investors for the purposes of ASX guidance note 21 paragraph 7.2.

- (c) The Placement Options are each exercisable at \$0.08 on or before the date 3 years from grant. The Company will apply for quotation of the Placement Options in a new class of the Company's quoted Securities. Full terms and conditions of the Placement Options are set out in Schedule 1. Shares issued on exercise of the Placement Options will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.
- (d) The Placement Options may be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules).
- (e) The Placement Options will be granted as free attaching Options on the basis of 1 Placement Option for every 3 Placement Shares subscribed for under the Placement. Accordingly, no funds will be raised from the grant of the Placement Options.
- (f) A voting exclusion statement is included in the Notice.

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## 5 Resolution 4 - Approval to grant Broker Options to Joint Lead Managers

### 5.1 General

The Company and the Joint Lead Managers entered into a lead manager mandate pursuant to which the Joint Lead Managers agreed to act as joint lead managers of the Placement (**Lead Manager Mandate**). Details of the Placement are set out in Section 3.1.

Pursuant to the Lead Manager Mandate, the Joint Lead Managers received fees of 6% of total funds raised under the Placement. The Company has also agreed to grant the Joint Lead Managers (or their respective nominee/s) a total of 20,000,000 Broker Options each exercisable at \$0.08 and expiring 3 years from the date of grant subject to Shareholder approval.

Accordingly, Resolution 4 seeks the required Shareholder approval for the proposed grant of the Broker Options to the Joint Lead Managers (or their respective nominee/s) under Listing Rule 7.1.

A summary of Listing Rule 7.1 is in Section 3.1.

If Resolution 4 is passed, the Company will grant a total of 20,000,000 Broker Options to the Joint Lead Managers (or their respective nominee/s) in as part of the fees for acting as joint lead managers of the Placement.

If Resolution 4 is not passed, the Company will not be able to grant the 20,000,000 Broker Options to the Joint Lead Managers (or their nominee/s) and the Company will be required to agree an alternate form of compensation with the Joint Lead Managers.

Resolution 4 is an ordinary resolution.

### 5.2 Information required by Listing Rule 7.3

The following information for Resolution 4 in respect of the grant of 20,000,000 Broker Options to the Joint Lead Managers is provided for the purposes of Listing Rule 7.3:

- (a) The Broker Options will be granted to Evolution Capital Pty Ltd and CPS Capital Group Pty Ltd (or their respective nominee/s) none of whom are a related party of the Company.

- (a) The maximum number of securities the Company may grant under Resolution 4 is 20,000,000 Broker Options.
- (b) The Broker Options will each be exercisable at \$0.08 on or before the date 3 years from grant. The Company will apply for quotation of the Broker Options in a new class of the Company's quoted Securities. Full terms and conditions of the Broker Options are set out in Schedule 1. Shares issued on exercise of the Broker Options will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.
- (c) The Broker Options may be issued no later than three months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules).
- (d) The Broker Options will be granted to the Joint Lead Managers (or their respective nominee/s) as part of the consideration for services provided to the Company as joint lead managers of the Placement. Accordingly, no funds will be raised from the grant of the Placement Options.
- (e) The Broker Options will be issued pursuant to the Lead Manager Mandate. The material terms of the Lead Manager Mandate are (i) the Joint Lead Managers agree to act as joint lead managers of the Placement, (ii) the Company will pay the Joint Lead Managers a combined management and selling fee of 6% of total funds raised under the Placement, (iii) the Company will grant the Joint Lead Managers or their respective nominee/s a total of 20,000,000 Broker Options subject to Shareholder approval, (iv) the Joint Lead Managers will be liable for any placing fees to third parties, (v) the Joint Lead Managers or the Company may terminate the Lead Manager Mandate with or without notice at any time prior to the signing of any definitive selling agreement, and (vi) the Company agrees to indemnify the Joint Lead Managers and their related parties against loss sustained in connection with the Placement. The Lead Manager Mandate otherwise contains terms standard for an agreement of this nature.
- (f) A voting exclusion statement is included in the Notice.

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## **6 Resolution 5 – Ratification of prior issue of Shares to a consultant**

### **6.1 General**

The Company recently issued 13,500,000 Shares to Blackstone Oil and Gas LLC using the Company's annual limit permitted under Listing Rule 7.1 without the need for Shareholder approval. These Shares were issued to Blackstone Oil and Gas LLC for helium processing and sales and marketing consultancy services provided to the Company.

A summary of Listing Rule 7.1 is in Section 3.1.

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, Resolution 5 seeks Shareholder ratification of the prior issue of 13,500,000 Shares issued to Blackstone Oil and Gas LLC which were issued pursuant to the Company's 15% capacity under Listing Rule 7.1 under and for the purposes of Listing Rule 7.4.

If Resolution 5 is passed, the prior issue of 13,500,000 Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities it can

issue without Shareholder approval over the 12 month period following the date of issue of these Shares.

If Resolution 5 is not passed, the prior issue of 13,500,000 Shares will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the date of issue of these Shares.

Resolution 5 is an ordinary resolution.

## **6.2 Information required by Listing Rule 7.5**

The following information for Resolution 5 is provided for the purposes of Listing Rule 7.5:

- (a) A total of 13,500,000 Shares were issued to Blackstone Oil and Gas LLC on 28 April 2022.
- (b) The Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.
- (c) The Shares were issued for nil cash consideration for helium processing and sales and marketing consultancy services to be provided to the Company pursuant to a consultancy agreement between Blackstone Oil and Gas LLC and the Company's subsidiary Valence Resources LLC. The material terms of the consultancy agreement are (i) Blackstone Oil and Gas LLC agrees to provide helium processing and sales and marketing consultancy services to the Company for a period of 6 months; (ii) 13,500,000 Shares will be issued to Blackstone Oil and Gas LLC in consideration for the consultancy services; and (iii) Blackstone Oil and Gas LLC agrees to be bound by confidentiality obligations in respect of the Company's information, operations and business plans. The consultancy agreement otherwise contains terms standard for an agreement of this nature.
- (d) A voting exclusion statement is included in the Notice.

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## **7 Resolution 6 – Approval to grant Director Incentive Securities to Mr Dane Lance**

### **7.1 General**

The Board recently appointed Mr Dane Lance as Managing Director of the Company as announced on 23 February 2022. The Company is proposing to grant Mr Lance the following incentive securities as part of his remuneration package, subject to Shareholder approval:

- (a) 10,000,000 Class B Incentive Performance Rights vesting upon sale of the first 4 million cubic feet of gas (MMCF) gross helium produced from the Leases and subject to continued engagement with the Company for 6 months;
- (b) 20,000,000 Class C Incentive Performance Rights vesting upon sale of the first 100 million cubic feet of gas (MMCF) gross helium produced from the Leases and subject to continued engagement with the Company for at least 12 months; and
- (c) 10,000,000 Options each exercisable at \$0.07 expiring on the date 4 years from grant vesting upon continued engagement with the Company for 6 months,

(together the **Director Incentive Securities**).

The Director Incentive Securities will be issued for nil cash consideration as incentive-based remuneration in connection with Mr Lance's role as Managing Director.

The Board considers the incentives provided to Mr Lance represented by the grant of the Director Incentive Securities is a cost effective and efficient way for the Company to appropriately incentivise and reward his performance and assist with retaining and motivating him in his role as opposed to alternative forms of incentive such as cash compensation.

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire equity securities under an employee incentive scheme:

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

unless it obtains the approval of its shareholders.

The proposed issue of the Director Incentive Securities to Mr Lance falls within Listing Rule 10.14.1 and therefore requires Shareholder approval under Listing Rule 10.14.

Accordingly, Resolution 6 seeks the required Shareholder approval under Listing Rule 10.14 to issue the Director Incentive Securities to Mr Lance.

If Resolution 6 is passed, the Company will issue the Director Incentive Securities to Mr Lance following the Meeting.

If Resolution 6 is not passed, the Company will not issue the Director Incentive Securities to Mr Lance and will need to determine an alternative form of incentive for Mr Lance.

Resolution 6 is an ordinary resolution.

## **7.2 Chapter 2E of the Corporations Act**

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The grant of Director Incentive Securities to Mr Lance pursuant to Resolution 6 constitutes giving a financial benefit and Mr Lance is a related party of the Company by virtue of being a Director.

After a review of publicly available information relating to the remuneration structures of ASX listed companies, including those operating in the helium industry, the Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the grant of the above Director Incentive Securities to Mr Lance because the grant of these Director Incentive Securities is considered reasonable remuneration in the circumstances.

### 7.3 Information required by Listing Rule 10.15

The following information is provided for the purposes of Listing Rule 10.15:

- (a) The Director Incentive Securities will be granted to the current Managing Director, Mr Dane Lance (or his nominee).
- (b) Mr Lance fall within the category of Listing Rule 10.14.1 by virtue of being a Director.
- (c) The number of Director Incentive Securities the Company will issue under Resolution 5 is a total of 10,000,000 Class B Incentive Performance Rights, 20,000,000 Class C Incentive Performance Rights and 10,000,000 Incentive Options.
- (d) The key terms of the Director Incentive Securities are as follows:
  - (i) The Incentive Options are unlisted Options each exercisable at \$0.07 expiring on the date 4 years from grant and will vest upon the VWAP for Shares trading on the ASX being at least \$0.07 over 20 consecutive trading days (on which Shares have actually traded) and subject to continued service of the holder as a Director, consultant or employee of the Company for a period of at least 6 months.
  - (i) The Incentive Performance Rights will vest following achievement of the vesting conditions set out in the table below. The Incentive Performance Rights will each convert into a Share on a one-for-one basis for no consideration on exercise by the holder once vested.

Class	Vesting Condition	Expiry Date
Class B	Sale of the first 4 MMCF gross helium produced from the Utah Leases and subject to continued service of the holder as a Director, consultant or employee of the Company for a period of the earlier of at least 6 months or achievement of the vesting hurdle above.	15 October 2025
Class C	Sale of the first 100 MMCF gross helium produced from the Utah Leases and subject to continued service of the holder as a Director, consultant or employee of the Company for a period of at least 12 months from the date of grant.	5 years from the date of issue

- (ii) Shares issued on exercise of the Director Incentive Securities will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.
- (iii) If a vesting condition of a Director Incentive Security is not achieved by the Expiry Date then the Director Incentive Security will expire. An unexercised Director Incentive Security will also expire if the Participant ceases to be an Eligible Participant for the purposes of the Plan, unless otherwise determined by the Board in its discretion.
- (iv) If a Change of Control Event occurs prior to the vesting of a Director Incentive Security, then the Director Incentive Security will automatically vest and become exercisable by the holder.

- (v) Further terms and conditions of the Incentive Performance Rights are set out in Schedule 3. Further terms and conditions of the Incentive Options are set out in Schedule 4.
- (e) The Director Incentive Securities may be granted no later than 3 years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
- (f) The Director Incentive Securities will be granted for nil consideration as they are being issued to Mr Lance as incentive-based remuneration. Accordingly, no funds will be raised from the grant of the Director Incentive Securities.
- (g) Mr Lance's total annual remuneration package comprises fixed cash remuneration of \$247,500 per annum which he is currently receiving during his initial 6-month period of service with the Company. Following this initial period, Mr Lance will receive \$275,000 per annum.
- (h) The Board considers the type of Security represented by the Director Incentive Securities is a cost effective and efficient way for the Company to appropriately incentivise Mr Lance's performance. The vesting hurdles are designed to encourage and align Mr Lance's remuneration with growth in Shareholder value with vesting hurdles for the Incentive Performance Rights directly linked to key achievements regards helium sales and vesting hurdles for the Incentive Options directly linked to the performance of the Company as measured by its Share price over a sustained period of time being 20 consecutive trading days (as per ASX Guidance) and length of service.
- (i) The value attributed to each Class B Incentive Performance Right is \$0.037, the value attributed to each Class C Incentive Performance Right is \$0.037 and the value attributed to each Incentive Option is \$0.022. Based on this valuation, the implied value of the Director Incentive Securities proposed to be issued to Mr Lance is \$1.33 million.
- (j) Management has determined the value attributed to the Director Incentive Securities using the Black and Scholes valuation methodology. For valuation purposes, the Incentive Performance Rights are considered zero priced options given they will be issued for nil consideration and no consideration is payable on their conversion into Shares. The non-market based vesting conditions of the Class B and Class C Incentive Performance Rights have not been taken into account in assessing the fair value of the Class B and Class C Incentive Performance Rights. Key input assumptions to the valuation include the Company's Share price of \$0.037 on the deemed grant date of 2 May 2022, the exercise price (or deemed exercise price), the term of the performance right, 100% expected volatility of the underlying Shares (based on 12 month historic volatility of the Shares), the expected dividend yield and the risk-free interest rate of 2.77% for the term of the Incentive Performance Rights. The Director Incentive Securities will be issued under the Plan. A summary of the material terms of the Plan is set out in Schedule 2.
- (k) No Securities have previously been issued to Mr Lance under the Plan.
- (l) Details of any Securities issued under the Plan will be published in the annual report of the Company relating to a period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.
- (m) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after Resolution 5 is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.
- (n) A voting exclusion statement is included in the Notice.



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## 8 Definitions

**\$** means Australian Dollars.

**ASIC** means Australian Securities and Investments Commission.

**ASX** means ASX Ltd (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

**Broker Options** means the Options each exercisable at \$0.08 and expiring on the date 3 years from grant and otherwise with the terms and conditions contained in Schedule 1.

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

**Class B Incentive Performance Right** means a Performance Right issued under the GGE Employee Securities Incentive Plan on the terms and conditions summarised in Schedule 3.

**Class C Incentive Performance Right** means a Performance Right issued under the GGE Employee Securities Incentive Plan on the terms and conditions summarised in Schedule 3.

**Constitution** means the constitution of the Company.

**Company** means Grand Gulf Energy Limited ACN 073 653 175.

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

**Joint Lead Managers** means Evolution Capital Pty Ltd & CPS Capital Group Pty Ltd.

**Director** means a director of the Company.

**Director Incentive Securities** has the meaning in Section 7.1.

**Explanatory Memorandum** means the explanatory memorandum attached to the Notice.

**GGE Employee Securities Incentive Plan** means the employee incentive scheme adopted by the Company on 10 October 2021, the terms of which are summarised in Schedule 2.

**Incentive Performance Right** means the Class B Incentive Performance Rights and the Class C Incentive Performance Rights.

**Incentive Option** means the Options each exercisable at \$0.07 expiring on the date 4 years from grant and otherwise on the terms and conditions set out in Schedule 4.

**Lead Manager Mandate** has the meaning in Section 5.1.

**Leases** has the meaning defined in Schedule 3.

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

**Meeting** has the meaning in the introductory paragraph of the Notice.

**Notice** means this notice of meeting.

**Placement** has the meaning given in Section 3.1.

**Placement Options** means the Options each exercisable at \$0.08 expiring on the date 3 years from grant and otherwise with the terms and conditions contained in Schedule 1.

**Placement Participants** means various professional, sophisticated and institutional investors introduced by the Joint Lead Managers, none of whom are a related party of the Company.

**Placement Shares** has the meaning given in Section 3.1.

**Plan** means the GGE Employee Securities Incentive Plan.

**Proxy Form** means the proxy form attached to the Notice.

**Resolution** means a resolution contained in this Notice.

**Schedule** means a schedule to this Notice.

**Section** means a section contained in this Explanatory Memorandum.

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

**Shareholder** means a shareholder of the Company.

**Substantial (10%+) Holder** has the same meaning as in the Listing Rules.

**WST** means Western Standard Time, being the time in Perth, Australia.

In this Notice, words importing the singular include the plural and vice versa.

## Schedule 1 – Terms and conditions of Placement Options and Broker Options

The Placement Options and the Broker Options (each an **Option**) will be issued on the following material terms and conditions.

1. Entitlement

Each Option entitles the holder to subscribe for one fully paid ordinary share in the capital of the Company (**Share**) upon the exercise of each Option.

2. Exercise price

The exercise price of each Option is \$0.08 (**Exercise Price**).

3. Expiry Date

The Options will expire on the date 3 years from grant (**Expiry Date**).

4. Exercise period

The Options are exercisable at any time on or prior to the Expiry Date.

5. Lapse Date

An Option will lapse on the Expiry Date.

6. Notice of exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

7. Shares issued on exercise

Shares issued on exercise of the Options will rank equally with the then issued fully paid ordinary shares of the Company.

8. Quotation of Shares on exercise

Application will be made by the Company to ASX for official quotation of the Shares issued upon the exercise of the Options.

9. Timing of issue of Shares

After an Option is validly exercised, the Company must, within 15 Business days of receiving the Notice of Exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option, issue the Shares and do all such acts, matters and things to obtain the grant of official quotation of the Shares on ASX no later than 5 Business Days after issuing the Shares.

10. Participation in new issues

There are no participation rights or entitlements inherent in the Options and the holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options. However, the Company will give the holder notice

of the proposed issue prior to the date for determining entitlements to participate in any such issue.

11. Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (a) the number of securities which must be issued on the exercise of an Option will be increased by the number of securities which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

12. Adjustment for rights issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

- O = the old Exercise Price of the Option.
- E = the number of underlying Shares into which one Option is exercisable.
- P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.
- S = the subscription price of a Share under the pro rata issue.
- D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).
- N = the number of Shares with rights or entitlements that must be held to receive a right to one Share.

13. Adjustments for reconstruction of capital

If there is any reconstruction of the issued share capital of the Company, the rights of the Option holder may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.

14. Quotation of Options

The Company will apply to ASX for official quotation of the Options.

15. Options transferable

The Options are transferable subject to compliance with applicable laws.

## Schedule 2 – Summary of GGE Employee Securities Incentive Plan

Summary of the GGE Employee Securities Incentive Plan ("Plan") and terms on which offers may be made:

### 1. Eligible Participant

"Eligible Participant" means a person who is a full-time or part-time employee, officer, or contractor of the Company, or an Associated Body Corporate (as defined in ASIC Class Order 14/1000), or such other person who has been determined by the Board to be eligible to participate in the Plan from time to time.

The Company will seek Shareholder approval for Director and related party participation in accordance with ASX Listing Rule 10.14.

### 2. Purpose

The purpose of the Plan is to:

- (a) assist in the reward, retention and motivation of Eligible Participants;
- (b) link the reward of Eligible Participants to Shareholder value creation; and
- (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.

### 3. Plan administration

The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion. The Board may delegate its powers and discretion.

### 4. Eligibility, invitation and application

The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides.

On receipt of an Invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part.

If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

### 5. Grant of Securities

The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

### 6. Terms of Convertible Securities

Each "Convertible Security" represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them unless otherwise determined by the Board. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

## **7. Vesting of Convertible Securities**

Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.

## **8. Exercise of Convertible Securities and cashless exercise**

To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Security (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice.

An invitation may specify that at the time of exercise of the Convertible Securities, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

## **9. Delivery of Shares on exercise of Convertible Securities**

As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.

## **10. Forfeiture of Convertible Securities**

Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

Where the Board determines that a Participant has acted fraudulently or dishonestly; committed an act which has brought the Company, the Group or any entity within the Group into disrepute, or wilfully breached his or her duties to the Group or where a Participant is convicted of an offence in connection with the affairs of the Group; or has a judgment entered against him or her in any civil proceedings in respect of the contravention by the Participant of his or her duties at law, in equity or under statute, in his or her capacity as an employee, consultant or officer of the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules:

- (a) any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and
- (b) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation or vesting notice.

## **11. Change of control**

If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control

event provided that, in respect of Convertible Securities, the maximum number of Convertible Securities (that have not yet been exercised) that the Board may determine will vest and be exercisable into Shares under this Rule is that number of Convertible Securities that is equal to 10% of the Shares on issue immediately following vesting under this Rule, which as far as practicable will be allocated between holders on a pro-rata basis on the basis of their holdings of Convertible Securities on the date of determination of vesting.

#### **12. Rights attaching to Plan Shares**

All Shares issued or transferred under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, ("**Plan Shares**") will rank *pari passu* in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.

#### **13. Disposal restrictions on Plan Shares**

If the invitation provides that any Plan Shares are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.

For so long as a Plan Share is subject to any disposal restrictions under the Plan, the Participant will not:

- (a) transfer, encumber or otherwise dispose of, or have a security interest granted over that Plan Share; or
- (b) take any action or permit another person to take any action to remove or circumvent the disposal restrictions without the express written consent of the Company.

#### **14. Adjustment of Convertible Securities**

If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

#### **15. Participation in new issues**

There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.

#### **16. Compliance with applicable law**

No Security may be offered, granted, vested or exercised if to do so would contravene any applicable law. In particular, the Company must have reasonable grounds to believe, when making an invitation, that the total number of Plan Shares that may be issued upon exercise of Convertible Securities offer when aggregated with the number of Shares issued or that may be issued as a result of offers made at any time during the previous three year period under:

- (i) an employee incentive scheme of the Company covered by ASIC Class Order 14/1000; or
- (ii) an ASIC exempt arrangement of a similar kind to an employee incentive scheme,

but disregarding any offer made or securities issued in the capital of the Company by way of or as a result of:

- (iii) an offer to a person situated at the time of receipt of the offer outside Australia;

- (iv) an offer that did not need disclosure to investors because of section 708 of the Corporations Act (exempts the requirement for a disclosure document for the issue of securities in certain circumstances to investors who are deemed to have sufficient investment knowledge to make informed decisions, including professional investors, sophisticated investors and senior managers of the Company); or
- (v) an offer made under a disclosure document,

would exceed 5% (or such other maximum permitted under any applicable law) of the total number of Shares on issue at the date of the invitation.

#### **17. Maximum number of Securities**

The Company will not make an invitation under the Plan if the number of Plan Shares that may be issued, or acquired upon exercise of Convertible Securities offered under an invitation, when aggregated with the number of Shares issued or that may be issued as a result of all invitations under the Plan, will exceed 15% of the total number of issued Shares at the date of the invitation.

#### **18. Amendment of Plan**

Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

#### **19. Plan duration**

The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.

#### **20. Income Tax Assessment Act**

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).



### Schedule 3 – Terms and conditions of Class B and Class C Incentive Performance Rights

#### Definitions

In these terms and conditions, unless the context otherwise requires:

**ASX** means ASX Limited ACN 008 624 691 or, where the context requires, the financial market operated by it.

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

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Australia.

**Change of Control Event** has the meaning given in condition 14(b).

**Company** means Grand Gulf Energy Limited ACN 073 653 175.

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

**Expiry Date** means 5pm (WST) on the date in condition 2.

**Holder** means a holder of a Performance Right.

**Leases** means the oil and gas leases located in Utah, United States of America held by Valence Resources LLC, a limited liability company incorporated in Colorado in which the Company is currently earning an interest.

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

**Performance Right** means the right to acquire a Share on these terms and conditions.

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

**Vesting Condition** has the meaning given in condition 2.

**VWAP** means volume weighted average price.

The Class A and Class B Incentive Performance Rights (**Performance Rights**) are granted in accordance with, and subject to the GGE Employee Incentive Securities Plan. The material terms and conditions of the Performance Rights are as follows:

1. Performance Rights

Each Performance Right is a right of the Holder (and/or its nominees) to acquire a Share subject to these terms and conditions.

2. Vesting Condition

100% of the Performance Rights will vest upon achievement of the following vesting conditions:

Class	Vesting Conditions	Expiry Date
Class B	Upon the sale of the first 4 MMCF gross helium produced from the Leases and subject to continued service of the holder as a Director, consultant or employee of the Company for the earlier of a period of at	15 October 2025

	least 6 months or achievement of the vesting hurdle above.	
Class C	Upon the sale of the first 100 MMCF gross helium produced from the Leases and subject to continued service of the holder as a Director, consultant or employee of the Company for a period of at least 12 months from the date of grant.	5 years from the date of issue

### 3. Exercise

Upon the Vesting Condition being satisfied, the Holder may exercise a Performance Right by delivering a written notice of exercise (**Notice of Exercise**) to the Company Secretary at any time prior to the Expiry Date. The Holder is not required to pay a fee in order to exercise Performance Rights.

### 4. Expiry

Any Performance Rights that have not been exercised prior to the Expiry Date will automatically expire on the Expiry Date or upon the Holder leaving the Company.

### 5. Transfer

A Performance Right is not transferable, other than to a trust or superannuation fund of which the Holder is a beneficiary.

### 6. Entitlements and bonus issues

The Holder of a Performance Right will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

### 7. Reorganisation of capital

In the event that the issued capital of the Company is reconstructed, all the Holder's rights will be changed to the extent necessary to comply with the Listing Rules at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the Holder's economic and other rights are not diminished or terminated.

### 8. Right to receive Notices and attend general meetings

Each Performance Right confers on the Holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. A Holder has the right to attend general meetings of the Company.

### 9. Voting rights

A Performance Right does not entitle the Holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.

### 10. Dividend rights

A Performance Right does not entitle the Holder to any dividends.

### 11. Return of capital rights

The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

12. Rights on winding up

The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

13. Change in control

- (a) If prior to the earlier of the conversion or the Expiry Date a Change in Control Event occurs, then each Performance Right will automatically and immediately convert into a Share. However, if the number of Shares to be issued as a result of the conversion of the Performance Rights is in excess of 10% of the total fully diluted share capital of the Company at the time of the conversion, then the number of Performance Rights to be converted will be reduced so that the aggregate number of Shares to be issued on conversion of the Performance Rights is equal to 10% of the entire fully diluted share capital of the Company.
- (b) A Change of Control Event occurs when:
  - (i) takeover bid: the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of shares and that takeover bid has become unconditional; or
  - (ii) scheme of arrangement: the announcement by the Company that the Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Company securities are to be either cancelled transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement.
- (c) The Company must ensure the allocation of shares issued under sub-paragraph (a) is on a pro rata basis to all Holders in respect of their respective holdings of Performance Rights and all remaining Performance Rights held by each Holder will remain on issue until conversion or expiry in accordance with the terms and conditions set out herein.

14. Timing of issue of Shares on exercise

Within 10 Business Days of receiving an Exercise Notice, the Company will:

- (a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights specified in the Notice of Exercise;
- (b) if required, give ASX a notice that complies with section 708A(5) (e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Performance Rights.

15. Compliance with law

The conversion of the Performance Rights is subject to compliance at all times with the Corporations Act and the Listing Rules.

16. Application to ASX

Performance Rights will not be quoted on ASX. On conversion of Performance Rights into Shares, the Company will within five (5) Business Days after the conversion, apply for official quotation on ASX of the Shares issued upon such conversion.

17. Ranking of Shares

Shares into which the Performance Rights will convert will rank parri passu in all respects with existing Shares.

18. Deferred Taxation

Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Performance Rights (subject to the conditions in that Act), unless otherwise determined by the Board in its discretion.

19. No other rights

A Performance Right does not give a Holder any 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.

## Schedule 4 – Terms and conditions of Incentive Options

The Incentive Options (each an **Option**) will be issued on the following material terms and conditions.

1. Entitlement

Each Option entitles the holder to subscribe for one fully paid ordinary share in the capital of the Company (**Share**) upon the exercise of each Option.

2. Vesting Condition

100% of the Options will vest upon the volume weighted average price for Shares trading on the ASX being at least \$0.07 over 20 consecutive trading days (on which Shares have actually traded) and subject to continued service of the holder as a Director, consultant or employee of the Company for a period of at least 6 months.

3. Exercise price

The exercise price of each Option is \$0.07 (**Exercise Price**).

4. Expiry Date

The Options will expire on the date 4 years from grant (**Expiry Date**).

5. Exercise period

The Options are exercisable at any time on or prior to the Expiry Date.

6. Lapse Date

An Option will lapse on the Expiry Date.

7. Notice of exercise

The Options may be exercised by notice in writing to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised. Any Notice of Exercise of an Option received by the Company will be deemed to be a notice of the exercise of that Option as at the date of receipt.

8. Shares issued on exercise

Shares issued on exercise of the Options will rank equally with the then issued fully paid ordinary shares of the Company.

9. Quotation of Shares on exercise

Application will be made by the Company to ASX for official quotation of the Shares issued upon the exercise of the Options.

10. Timing of issue of Shares

After an Option is validly exercised, the Company must, within 15 Business days of receiving the Notice of Exercise and receipt of cleared funds equal to the sum payable on the exercise of the Option, issue the Shares and do all such acts, matters and things to obtain the grant of official quotation of the Shares on ASX no later than 5 Business Days after issuing the Shares.

11. Participation in new issues

There are no participation rights or entitlements inherent in the Options and the holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options. However, the Company will give the holder notice of the proposed issue prior to the date for determining entitlements to participate in any such issue.

12. Adjustment for bonus issues of Shares

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

- (a) the number of securities which must be issued on the exercise of an Option will be increased by the number of securities which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and
- (b) no change will be made to the Exercise Price.

13. Adjustment for rights issue

If the Company makes an issue of Shares pro rata to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:

$$\text{New exercise price} = O - \frac{E[P-(S+D)]}{N+1}$$

- O = the old Exercise Price of the Option.
- E = the number of underlying Shares into which one Option is exercisable.
- P = average market price per Share weighted by reference to volume of the underlying Shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.
- S = the subscription price of a Share under the pro rata issue.
- D = the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue).
- N = the number of Shares with rights or entitlements that must be held to receive a right to one Share.

14. Adjustments for reconstruction of capital

If there is any reconstruction of the issued share capital of the Company, the rights of the Option holder may be varied to comply with the Listing Rules which apply to the reconstruction at the time of the reconstruction.


15. No quotation of Options


The Company will not apply to ASX for official quotation of the Options.

16. Options transferable

The Options are transferable subject to compliance with applicable laws.

**LODGE YOUR PROXY APPOINTMENT ONLINE**

 **ONLINE PROXY APPOINTMENT**  
www.advancedshare.com.au/investor-login

 **MOBILE DEVICE PROXY APPOINTMENT**  
Lodge your proxy by scanning the QR code below, and enter your registered postcode.  
It is a fast, convenient and a secure way to lodge your vote.


**Important Note:** Due to the ongoing COVID-19 pandemic and uncertainty regarding the level of travel restrictions around the time of the Meeting, the Company has determined that shareholders will be able to attend and participate in the Meeting through an online platform provided by Advanced Share Registry. To participate in the Meeting or register questions in advance of the Meeting, please visit [www.advancedshare.com.au/virtual-meeting](http://www.advancedshare.com.au/virtual-meeting) and refer to the Meeting ID and Shareholder ID on this Proxy Form to login to the portal. Shareholders are strongly encouraged to lodge their completed proxy forms in accordance with the instructions in this Notice of Meeting.

**2022 GENERAL MEETING PROXY FORM**

I/We being shareholder(s) of Grand Gulf Energy Limited and entitled to attend and vote hereby:

**APPOINT A PROXY**

The Chair of the Meeting **OR**

 **PLEASE NOTE:** If you leave the section blank, the Chair of the Meeting will be your proxy.

or failing the individual(s) or body corporate(s) named, or if no individual(s) or body corporate(s) named, the Chair of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf, including to vote in accordance with the following directions (or, if no directions have been given, and to the extent permitted by law, as the proxy sees fit), at the General Meeting of the Company to be held at **Level 1, Suite 9/110 Hay Street, Subiaco WA 6008 Western Australia and virtually on 10 June 2022 at 10:00am (WST)** and at any adjournment or postponement of that Meeting.


**Chair's voting intentions in relation to undirected proxies:**

The Chair intends to vote all undirected proxies in favour of all Resolutions. In exceptional circumstances, the Chair may change his/her voting intentions on any Resolution. In the event this occurs, an ASX announcement will be made immediately disclosing the reasons for the change.

**VOTING DIRECTIONS**

**Resolutions**

	For	Against	Abstain*
1 Ratification of prior issue of Placement Shares under Listing Rule 7.1 capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Ratification of prior issue of Placement Shares under Listing Rule 7.1A capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Approval to grant Placement Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Approval to grant Broker Options to Joint Lead Managers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Ratification of prior issue of Shares to a consultant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Approval to grant Director Incentive Securities to Mr Dane Lance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED**

Shareholder 1 (Individual)  Joint Shareholder 2 (Individual)  Joint Shareholder 3 (Individual)

Sole Director and Sole Company Secretary  Director/Company Secretary (Delete one)  Director

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

Email Address

Please tick here to agree to receive communications sent by the Company via email. This may include meeting notifications, dividend remittance, and selected announcements.

## GRAND GULF ENERGY LIMITED - GENERAL MEETING

Due to the ongoing COVID-19 pandemic and uncertainty regarding the level of travel restrictions around the time of the Meeting, the Company has determined that shareholders will be able to attend and participate in the Meeting through an online platform provided by Advanced Share Registry.

Shareholders are strongly encouraged to lodge their completed proxy forms in accordance with the instructions in this Notice of Meeting.

A live webcast and electronic voting via [www.advancedshare.com.au/virtual-meeting](http://www.advancedshare.com.au/virtual-meeting) will be offered to allow shareholders to attend the Meeting and vote online.

Please refer to the Meeting ID and Shareholder ID on the proxy form to login to the website.

Shareholders may submit questions ahead of the Meeting via the portal.

## HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

### CHANGE OF ADDRESS

This form shows your address as it appears on Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes.

### APPOINTMENT OF A PROXY

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

### DEFAULT TO THE CHAIR OF THE MEETING

If you leave Step 1 blank, or if your appointed proxy does not attend the Meeting, then the proxy appointment will automatically default to the Chair of the Meeting.

### VOTING DIRECTIONS – PROXY APPOINTMENT

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

**PLEASE NOTE:** If you appoint the Chair as your proxy (or if they are appointed by default) but do not direct them how to vote on a resolution (that is, you do not complete any of the boxes "For", "Against" or "Abstain" opposite that resolution), the Chair may vote as they see fit on that resolution.

### APPOINTMENT OF A SECOND PROXY

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

To appoint a second proxy you must:

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

### COMPLIANCE WITH LISTING RULE 14.11

In accordance with Listing Rule 14.11, if you hold shares on behalf of another person(s) or entity/entities or you are a trustee, nominee, custodian or other fiduciary holder of the shares, you are required to ensure that the person(s) or entity/entities for which you hold the shares are not excluded from voting on resolutions where there is a voting exclusion. Listing Rule 14.11 requires you to receive written confirmation from the person or entity providing the voting instruction to you and you must vote in accordance with the instruction provided.

By lodging your proxy votes, you confirm to the company that you are in compliance with Listing Rule 14.11.

### CORPORATE REPRESENTATIVES

If a representative of a nominated corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission in accordance with the Notice of Meeting. A Corporate Representative Form may be obtained from Advanced Share Registry.

### SIGNING INSTRUCTIONS ON THE PROXY FORM

#### Individual:

Where the holding is in one name, the security holder must sign.

#### Joint Holding:

Where the holding is in more than one name, all of the security holders should sign.

#### Power of Attorney:

If you have not already lodged the Power of Attorney with Advanced Share Registry, please attach the original or 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 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.

### LODGE YOUR PROXY FORM

This Proxy Form (and any power of attorney under which it is signed) must be received at an address given below by 10:00am (WST) on 8 June 2022, being not later than 48 hours before the commencement of the Meeting. Proxy Forms received after that time will not be valid for the scheduled Meeting.



#### ONLINE PROXY APPOINTMENT

[www.advancedshare.com.au/investor-login](http://www.advancedshare.com.au/investor-login)



#### BY MAIL

Advanced Share Registry Limited  
110 Stirling Hwy, Nedlands WA 6009; or  
PO Box 1156, Nedlands WA 6909



#### BY FAX

+61 8 6370 4203



#### BY EMAIL

[admin@advancedshare.com.au](mailto:admin@advancedshare.com.au)



#### IN PERSON

Advanced Share Registry Limited  
110 Stirling Hwy, Nedlands WA 6009



#### ALL ENQUIRIES TO

Telephone: +61 8 9389 8033