

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Warrego Energy Limited (**Warrego**)

ACN/ARSN ACN 125 394 667

1. Details of substantial holder (1)

Each of the following persons:

- Name
- Strike Energy Limited ACN 078 012 745 (**Strike**) and each of its subsidiaries, including those listed in Annexure A as updated from time to time and available from Strike on request (**Strike Subsidiaries**); and
 - Neville Joseph Power and Myube Investments Pty Ltd ACN 619 855 533 as trustee for Myube Trust (**Myube**).

ACN/ARSN (if applicable) See above.

There was a change in the interests of the substantial holder on: 06/12/2022

The previous notice was given to the company on 20/07/2021

The previous notice was dated 20/07/2021

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice*		Present notice**	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares (Shares)	93,312,610	7.63% (based on 1,223,122,326 Shares)	244,285,808 comprising: <ul style="list-style-type: none">242,885,808 in respect of Strike and the Strike Subsidiaries; and1,400,000 in respect of Neville Joseph Power and Myube.	19.97% comprising: <ul style="list-style-type: none">19.86% held by Strike and the Strike Subsidiaries; and0.11% held by Neville Joseph Power and Myube, each based on 1,223,122,326 Shares.

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
06/12/2022	Strike	Increase in relevant interest in Shares pursuant to various share purchase agreements dated 6 December 2022 between various Warrego shareholders (Sellers), copies of which are annexed as Annexure B (Agreements).	1 fully paid ordinary share in Strike for every 1 Share, as set out in each Agreement.	149,573,198 Shares	149,573,198

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Strike	Strike	Strike	Relevant interest pursuant to section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) because it is the registered holder of the Shares.	93,312,610 Shares	93,312,610
Strike	Each of the sellers in the Agreements	Strike	Relevant interest pursuant to section 608(8) of the <i>Corporations Act</i> as a result of the execution of the Agreements.	149,573,198 Shares	149,573,198
Myube	Myube	Myube	Relevant interest pursuant to section 608(1)(a) of the <i>Corporations Act</i> because it is the registered holder of the Shares.	1,400,000 Shares	1,400,000
Neville Joseph Power	Myube	Myube	Relevant interest pursuant to section 608(3) of the <i>Corporations Act</i> as the controlling shareholder of Myube.	1,400,000 Shares	1,400,000

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Strike, each Strike Subsidiary, Neville Joseph Power and Myube	Level 2, 66 Kings Park Road, West Perth WA 6005

Signature

print name Justin Ferravant capacity Company Secretary

sign here



date 07/12/2022

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the *Corporations Act 2001*.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the *Corporations Act 2001*.

- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

ANNEXURE A

This is Annexure A of 1 page referred to in Form 604 (Notice of change of interests of substantial holder) lodged by Strike Energy Limited ACN 078 012 745.

Signature

print name Justin Ferravant capacity Company Secretary

sign here



date 07/12/2022

Entity	ACN
Strike Energy South Australia Pty Ltd	128 449 687
Strike Energy 96 Holdings Pty Ltd	164 305 391
Strike Energy 96 Pty Ltd	169 715 708
Strike Energy Holdings Pty Ltd	616 372 117
Strike Energy Cooper Holdings Pty Ltd	164 304 198
Strike Energy Cooper Pty Ltd	169 715 824
Strike Energy 94 Holdings Pty Ltd	164 304 938
Strike Energy 94 Pty Ltd	169 715 851
Strike Energy 95 Holdings Pty Ltd	164 303 002
Strike Energy 95 Pty Ltd	169 715 753
Strike West Holdings Pty Ltd	616 395 398
Strike West Pty Ltd	625 161 846
Strike North West Pty Ltd	153 352 160
Strike South West Pty Ltd	118 251 497
Oceanhill Pty Ltd	602 409 656
Mid West Geothermal Power Pty Ltd	631 420 392
Strike Industrial Holdings Pty Ltd	652 992 133
Strike Energy Urea Pty Ltd	652 997 389
Project Haber Holding Co Pty Ltd	652 999 132
Project Haber Pty Ltd	652 999 785
Strike South Pty Ltd	660 147 526

ANNEXURE B

This is Annexure B of 293 pages referred to in Form 604 (Notice of change of interests of substantial holder) lodged by Strike Energy Limited ACN 078 012 745.

Signature

print name Justin Ferravant capacity Company Secretary

sign here  date 07/12/2022

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike
Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

The parties listed in Schedule 1

Background

- A Each Seller owns the Shares listed next to its name in Schedule 1 and is entitled to sell those Shares.
- B Each Seller agrees to sell and Strike agrees to buy the Sale Shares listed next to each Sellers name in Schedule 1 in consideration for the issue of that number of Strike Shares listed next to each Sellers name in Schedule 1 and on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,

board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1 each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESSE, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: Daniel Pasquale Amato Address: 1 Le Cornu Street Broadview SA 5083 Email: Daniel.amato@teamviewer.com Attention: Mr Daniel Pasquale Amato</p>	66,517	66,517
<p>Name: Tony Amato Address: 31A Walker Avenue Paradise SA 5075 Email: tonyamato@iinet.net.au Attention: Mr Tony Amato</p>	42,000	42,000

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole legal and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares .

Signature page

Executed as an agreement.

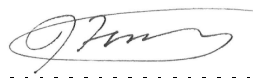
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Signed by **Daniel Pasquale Amato** in the presence of:



.....
Signature of witness



.....
Signature of Daniel Pasquale Amato

.. *Kate Ryan* ..
Name of witness (print)

Signed by **Tony Amato** in the presence of:

.....
Signature of witness

.....
Signature of Tony Amato

.....
Name of witness (print)

Signed by **Tony Amato** in the presence of:

G Zerella.....

Signature of witness

Tony Amato.....

Signature of Tony Amato

GIULIANDO...Zerella...

Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

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Background

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- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transfer of Sale Shares

Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESSE, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: Brazil Farming Pty Ltd ACN 009 903 771 Address: 77 Anchorfield Road Brookstead Qld 4364 Australia Email: lyn@brazilent.com.au Attention: Lyn Brazil</p>	51,153,355	51,153,355
<p>Name: Anchorfield Pty Ltd ACN 119 871 484 as trustee for the Brazil Family Foundation A/C Address: 77 Anchorfield Road Brookstead Qld 4364 Australia Email: lyn@brazilent.com.au Attention: Lyn Brazil</p>	6,000,000	6,000,000

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares .

Signature page

Executed as an agreement.

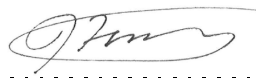
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by **Brazil Farming Pty Ltd**
ACN 009 903 771 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

FR Brazil
.....
Signature of director

R Brazil
.....
Signature of director/company secretary

FRANKLYN BRAZIL
.....
Name of director (print)

ROBERTA BRAZIL
.....
Name of director/company secretary (print)

Executed by **Anchorfield Pty Ltd**
ACN 119 871 484 as trustee for the Brazil
Family Foundation in accordance with
section 127 of the *Corporations Act 2001* (Cth):

FR Brazil
.....
Signature of director

R Brazil
.....
Signature of director/company secretary

FRANKLYN BRAZIL
.....
Name of director (print)

ROBERTA BRAZIL
.....
Name of director/company secretary (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike
Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

The parties listed in Schedule 1

Background

- A Each Seller owns the Shares listed next to its name in Schedule 1 and is entitled to sell those Shares.
- B Each Seller agrees to sell and Strike agrees to buy the Sale Shares listed next to each Sellers name in Schedule 1 in consideration for the issue of that number of Strike Shares listed next to each Sellers name in Schedule 1 and on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,

board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1 each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESSE, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

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Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

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Time notice is given

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- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

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- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: D A Casey & Associates Pty Limited ACN 068 893 596 as trustee for the David Casey Family A/C Address: 262 Woolooware Road, Burraneer NSW 2230 Email: cirelleruxton@hotmail.com Attention: Cirelle Ruxton</p>	2,776,190	2,776,190
<p>Name: Hayrow Pty Ltd ACN 160 908 672 as trustee for the David Casey Super Fund A/C Address: 262 Woolooware Road, Burraneer NSW 2230 Email: cirelleruxton@hotmail.com Attention: Cirelle Ruxton</p>	678,010	678,010

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole legal and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares .

Signature page

Executed as an agreement.

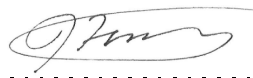
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by D A Casey & Associates Pty
Limited ACN 068 893 596 as trustee for the
David Casey Family A/C in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of sole director and company
secretary David Andrew Casey

Signed by Hayrow Pty Ltd ACN 160 908 672
as trustee for the David Casey Super Fund
A/C in accordance with section 127 of the
Corporations Act 2001 (Cth):



.....
Signature of director

Cirelle Ruxton



.....
Signature of director

David Andrew Casey

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
Chowder Bay Pty Ltd as trustee for the Meneghello Super
Fund A/C

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Chowder Bay Pty Ltd as trustee for the Meneghello Super Fund A/C
ACN 008 898 959
Address 46 Rogers Way Landsdale WA 6065
Email dannym@meneghello.com
Attention Danny Meneghello

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$29,100.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 100,000 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means the number of new Strike Shares (rounded down to the nearest whole Strike Share) calculated by dividing the Purchase Price by the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules, annexures and attachments form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1 of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:
- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents of the Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

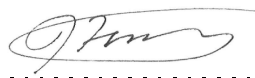
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)

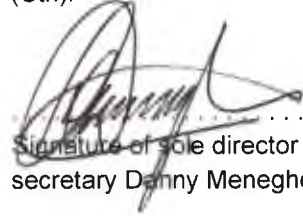


.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by **Chowder Bay Pty Ltd**
ACN 008 898 959 as trustee for the
Meneghello Super Fund A/C in accordance
with section 127 of the *Corporations Act 2001*
(Cth):

A handwritten signature in black ink, appearing to read 'Danny Meneghello', is written over a horizontal dotted line. The signature is fluid and cursive.

Signature of sole director and company
secretary Danny Meneghello

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike
Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

The parties listed in Schedule 1

Background

- A Each Seller owns the Shares listed next to its name in Schedule 1 and is entitled to sell those Shares.
- B Each Seller agrees to sell and Strike agrees to buy the Sale Shares listed next to each Sellers name in Schedule 1 in consideration for the issue of that number of Strike Shares listed next to each Sellers name in Schedule 1 and on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,

board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1 each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESSE, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: James Stuart Clarke Address: Bystone, Peel Road, Thorntonhall, G74 5AG, United Kingdom Email: Jamie.clarke@clarke-energy.com Attention: Mr James Clarke</p>	19,144,474	19,144,474
<p>Name: Peter John Holliday Address: Highfield, Station Road, Styal, Wilmslow, SK9 4JP, United Kingdom Email: Peter.holliday@clarke-energy.com Attention: Mr Peter Holliday</p>	3,895,000	3,895,000
<p>Name: Jim Clarke Address: Grierson Estate, Drumtitan Road, Killearn, G63 9QB, United Kingdom Email: jim.clarke@clarke-investments.com Attention: Mr Jim Clarke</p>	19,152,474	19,152,474

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole legal and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares .

Signature page

Executed as an agreement.

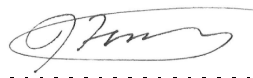
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Signed by **James Stuart Clarke** in the presence of:

.....
Signature of witness

.....
Signature of James Stuart Clarke

.....
Name of witness (print)

Signed by **Peter John Holliday** in the presence of:

.....
Signature of witness

.....
Signature of Peter John Holliday

.....
Name of witness (print)

Signed by **Jim Clarke** in the presence of:

.....
Signature of witness

.....
Signature of Jim Clarke

.....
Name of witness (print)

Signed by **James Stuart Clarke** in the presence of:

J. Clarke
Signature of witness

J. Stuart Clarke
Signature of James Stuart Clarke

KAREN CLARKE
Name of witness (print)

Signed by **Peter John Holliday** in the presence of:

.....
Signature of witness

.....
Signature of Peter John Holliday

.....
Name of witness (print)

Signed by **Jim Clarke** in the presence of:

.....
Signature of witness

.....
Signature of Jim Clarke

.....
Name of witness (print)

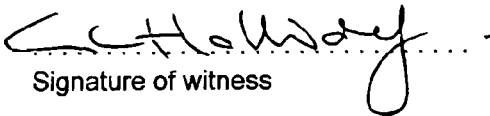
Signed by **James Stuart Clarke** in the presence
of:

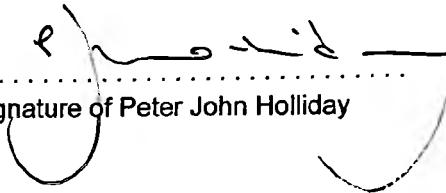
.....
Signature of witness

.....
Signature of James Stuart Clarke

.....
Name of witness (print)

Signed by **Peter John Holliday** in the presence
of:


Signature of witness


Signature of Peter John Holliday

.....
Name of witness (print)

Signed by **Jim Clarke** in the presence of:

.....
Signature of witness

.....
Signature of Jim Clarke

.....
Name of witness (print)

Signed by **James Stuart Clarke** in the presence of:

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Signature of witness

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Signature of James Stuart Clarke

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Name of witness (print)

Signed by **Peter John Holliday** in the presence of:

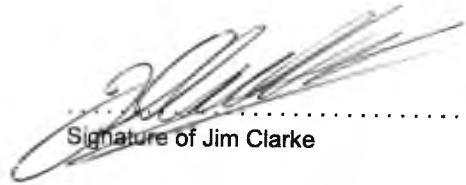
.....
Signature of witness

.....
Signature of Peter John Holliday

.....
Name of witness (print)

Signed by **Jim Clarke** in the presence of:


Signature of witness


Signature of Jim Clarke

JAMES STUART CLARKE
Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike
Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

The parties listed in Schedule 1

Background

- A Each Seller owns the Shares listed next to its name in Schedule 1 and is entitled to sell those Shares.
- B Each Seller agrees to sell and Strike agrees to buy the Sale Shares listed next to each Sellers name in Schedule 1 in consideration for the issue of that number of Strike Shares listed next to each Sellers name in Schedule 1 and on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,

board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1 each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
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- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
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- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
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Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESSE, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

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Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: Richard Andrew Connell Address: 42 Bourke Street Queens Park NSW 2022 Email: vhxrc@bigpond.com Attention: Mr Richard Connell</p>	1,150,000	1,150,000
<p>Name: RL Connell Family Pty Ltd ACN 617 283 584 as trustee for the Connell Fam SF A/C Address: 42 Bourke Street Queens Park NSW 2022 Email: vhxrc@bigpond.com Attention: Mr Richard Connell</p>	2,823,598	2,823,598

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole legal and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

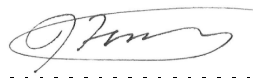
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)

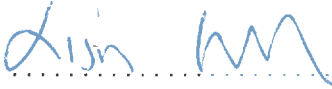


.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by **RL Connell Family Pty Ltd ACN 617 283 584 as trustee for the Connell Family A/C** in accordance with section 127 of the *Corporations Act 2001 (Cth)*:



Signature of director


Lisa Connell



Signature of director and company secretary

Richard Connell

Signed by **Mr Richard Andrew Connell** in the presence of:



Signature of witness



Signature of Mr Richard Andrew Connell

LISA CONNELL

Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
Rodney William Davidson and Jenni Louise Davidson as
trustee for the RW and JL Davidson Super Fund

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Rodney William Davidson and Jenni Louise Davidson as trustee for the RW and JL Davidson Super Fund
Address 4a Cross St Swanbourne 6010
Email rod.davidson@acumentis.com.au
Attention Mr Rod Davidson

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 687.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$130,950.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 450,000 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or

- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means the number of new Strike Shares (rounded down to the nearest whole Strike Share) calculated by dividing the Purchase Price by the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1(b) of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

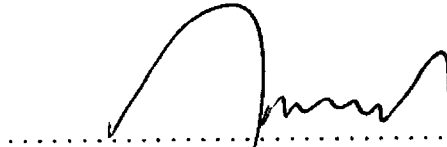
Justin Ferravant

.....
Name of director/company secretary (print)

Signed by **Rodney William Davidson** as trustee for the RW and JL Davidson Super Fund in the presence of:



Signature of witness

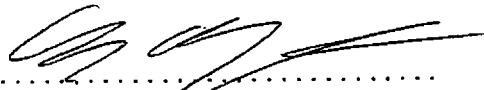


Signature of Mr Rodney William Davidson



Name of witness (print)

Signed by **Jenni Louise Davidson** as trustee for the RW and JL Davidson Super Fund in the presence of:



Signature of witness



Signature of Ms Jenni Louise Davidson



Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
Goldyork Pty Ltd

Dated **Dec 6, 2022**



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Goldyork Pty Ltd
ACN 058 801 602
Address 73 Valetta Road Kidman Park South Australia 5025 Australia
Email lebba.chakkour@futurehomes.build
Attention Lebba Chakkour

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

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Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$64,595.60.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 221,978 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means the number of new Strike Shares (rounded down to the nearest whole Strike Share) calculated by dividing the Purchase Price by the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules, annexures and attachments form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1 of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:
- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents of the Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

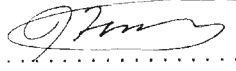
Signature page

Executed as an agreement.

Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director



.....
Signature of director/company secretary

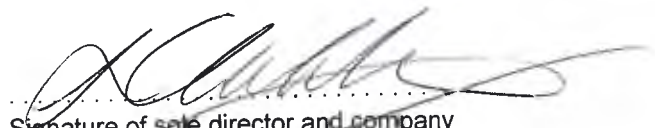
Stuart Nicholls

.....
Name of director (print)

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by **Goldyork Pty Ltd**
ACN 058 801 602 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



Signature of sole director and company
secretary **Lebba Chakkour**

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike
Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

The parties listed in Schedule 1

Background

- A Each Seller owns the Shares listed next to its name in Schedule 1 and is entitled to sell those Shares.
- B Each Seller agrees to sell and Strike agrees to buy the Sale Shares listed next to each Sellers name in Schedule 1 in consideration for the issue of that number of Strike Shares listed next to each Sellers name in Schedule 1 and on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,

board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1 each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESS, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

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Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: Hotzone Corporation Pty Ltd ACN 082 955 324 Address: 59 Mayfair Street, Mount Claremont WA 6010 Email: ash@amlife.com.au Attention: Ashley McIntosh</p>	2,125,000	2,125,000
<p>Name: Smallmac Pty Ltd ACN 132 089 500 as trustee for the Smallmac Super Fund Address: 59 Mayfair Street, Mount Claremont WA 6010 Email: ash@amlife.com.au Attention: Ashley McIntosh</p>	1,500,000	1,500,000

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole legal and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares .

Signature page

Executed as an agreement.

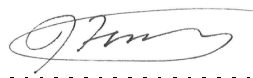
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by **Smallmac Pty Ltd**
ACN 132 089 500 as trustee for the **Smallmac
Super Fund** in accordance with section 127 of
the *Corporations Act 2001* (Cth):

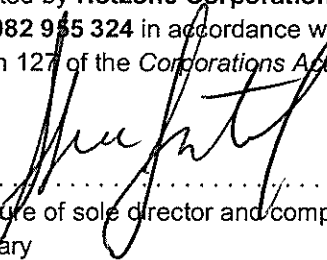

.....
Signature of director

Marlo Katherine McIntosh


.....
Signature of director and company secretary

Ashley David McIntosh

Executed by **Hotzone Corporation Pty Ltd**
ACN 082 955 324 in accordance with
section 127 of the *Corporations Act 2001* (Cth):


.....
Signature of sole director and company
secretary

Ashley David McIntosh

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited

Juliace Pty Ltd as trustee for the J & A Newtown Family Trust

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Juliace Pty Ltd as trustee for the J & A Newtown Family Trust
ACN 106 412 891
Address 11 Robe Terrace Medindie South Australia 5081 Australia
Email jnewton@cmgadelaide.com.au
Attention Julian Newton

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$1,023,539.25.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 3,517,317 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means the number of new Strike Shares (rounded down to the nearest whole Strike Share) calculated by dividing the Purchase Price by the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules, annexures and attachments form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1(b) of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESSE, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:
- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents of the Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

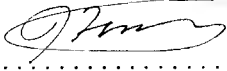
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



Signature of director

Stuart Nicholls

Name of director (print)

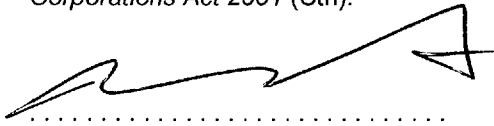


Signature of director/company secretary

Justin Ferravant

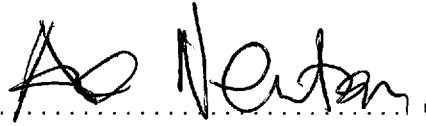
Name of director/company secretary (print)

Executed by **Juliace Pty Ltd ACN 106 412 891**
as trustee for the J & A Newtown Family
Trust in accordance with section 127 of the
Corporations Act 2001 (Cth);



.....
Signature of director

Julian Christopher Newton



.....
Signature of director and company secretary

Alice Catherine Seymour Newton

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
Gianni Cavuoto

Dated Dec 6, 2022



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SCHEDULE 3 COMPLETION OBLIGATIONS	10

This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Gianni Franco Cavuoto
Address 149 Walkerville Terrace Walkerville South Australia 5081 Australia
Email cavuoto7@gmail.com
Attention Mr Gianni Cavuoto

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$25,462.50.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 87,500 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or

- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means 87,500 Strike Shares.

Tax Act means the *Income Tax Assessment Act 1936 (Cth)*, the *Income Tax Assessment Act 1997 (Cth)* or the *Taxation Administration Act 1953 (Cth)*, as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1 of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)

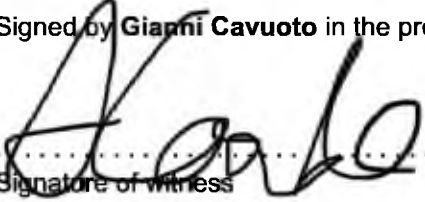



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Signed by **Gianni Cavuoto** in the presence of:


.....
Signature of witness


.....
Signature of Mr Gianni Cavuoto

.....
Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited

Manuel Syrianos as trustee for the Emmanuel Syrianos A/C

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Manuel Syrianos as trustee for the Emmanuel Syrianos A/C
Address 5/180 O'Connell Street North Adelaide South Australia 5006
Email manuelsyri@icloud.com
Attention Mr Manuel Syrianos

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$66,057.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 227,000 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or

- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means 227,000 Strike Shares each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1 of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

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Entire agreement

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Further acts

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- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

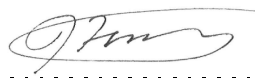
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)

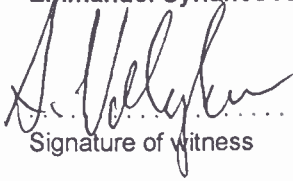


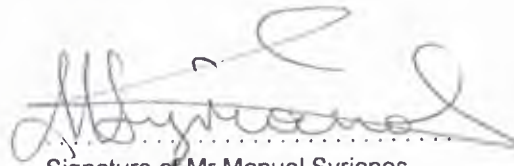
.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Signed by Manuel Syrianos as trustee for the Emmanuel Syrianos A/C in the presence of:


Signature of witness


Signature of Mr Manuel Syrianos

Angela Vafagianni
Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
Samuel Mangos

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Samuel Mangos
Address 14 Brookside Road Springfield South Australia 5062 Australia
Email sammymangos1@gmail.com
Attention Mr Samuel Mangos

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$19,418.43.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 66,730 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or

- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means 66,730 Strike Shares each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1 of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

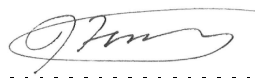
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Signed by **Samuel Mangos** in the presence of:

Paitaridis

Signature of witness

Samuel Mangos

Signature of Mr Samuel Mangos

Dana Paitaridis

Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike
Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

The parties listed in Schedule 1

Background

- A Each Seller owns the Shares listed next to its name in Schedule 1 and is entitled to sell those Shares.
- B Each Seller agrees to sell and Strike agrees to buy the Sale Shares listed next to each Sellers name in Schedule 1 in consideration for the issue of that number of Strike Shares listed next to each Sellers name in Schedule 1 and on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,

board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1 each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESSE, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: Pembroke Holdings Pty Ltd as trustee for the Grapsas SF A/C Address: PO Box 5198 Dalkeith WA 6009 Email: fonda@otcgs.com.au Attention: Mr Fonda Grapsas</p>	277,039	277,039
<p>Name: Siesta Holdings Pty Ltd as trustee for the Avenue A/C Address: PO Box 5198 Dalkeith WA 6009 Email: fonda@otcgs.com.au Attention: Mr Fonda Grapsas</p>	324,528	324,528
<p>Name: Mr Xenefon Andreas Grapsas (formerly Fonda Andrew Grapsas) as trustee for the Grapsas Family A/C Address: PO Box 5198 Dalkeith WA 6009 Email: fonda@otcgs.com.au Attention: Mr Fonda Grapsas</p>	378,338	378,338

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares .

Signature page

Executed as an agreement.

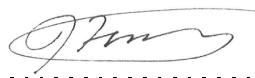
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by **Pembroke Holdings Pty Ltd**
ACN 008 920 554 as trustee for the Grapsas
SF A/C in accordance with section 127 of the
Corporations Act 2001 (Cth):

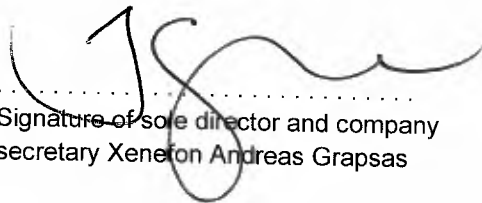

.....
Signature of director

THEVENSA GRAPSAS
.....
Name of director (print)

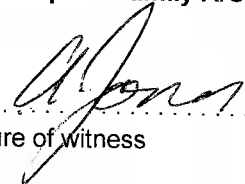

.....
Signature of director/company secretary

XENEFON GRAPSAS
.....
Name of director/company secretary (print)

Executed by **Siesta Holdings Pty Ltd**
ACN 150 892 112 as trustee for the Avenue
A/C in accordance with section 127 of the
Corporations Act 2001 (Cth):


.....
Signature of sole director and company
secretary **Xenefon Andreas Grapsas**

Signed by **Mr Xenefon Andreas Grapsas**
(formerly Fonda Andrew Grapsas) as trustee
for the Grapsas Family A/C in the presence of:


.....
Signature of witness

ANTHONY JONES
.....
Name of witness (print)


.....
Signature of Mr Xenefon Andreas Grapsas

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited

Larry Piscioneri and Talia Skye Piscioneri as trustee for the
LTLV Family A/C

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Larry Piscioneri and Talia Skye Piscioneri as trustee for the LTLV Family A/C
Address 95 Harrison Road Dudley Park SA 5008
Email larry@rcprojects.com.au
Attention Mr Larry Piscioneri

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$11,203.50.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 38,500 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or

- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means 66,730 Strike Shares each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1 of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

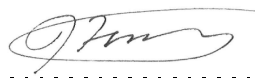
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



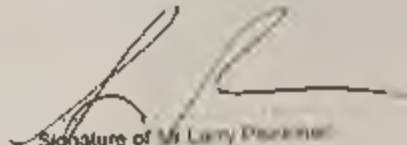
.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Signed by Larry Piscioneri as trustee for the
LTLV Family A/C in the presence of

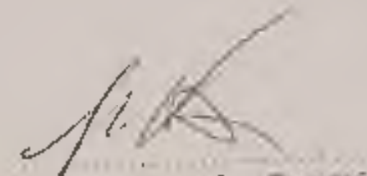

Signature of witness


Signature of Mr Larry Piscioneri

Massimo Piscioneri
Name of witness (print)

Signed by Talia Skye Piscioneri as trustee for
the LTLV Family A/C in the presence of


Signature of witness


Signature of Mr Talia Skye Piscioneri

Massimo Piscioneri
Name of witness (print)

Share Purchase Agreement

Strike Energy Limited
Rookharp Capital Pty Ltd

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Rookharp Capital Pty Ltd
ACN 630 327 712
Address 8 Kings Park Way Dubbo NSW 2830
Email rookharp@bigpond.net.au
Attention David Rooke

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$2,910,000.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 10,000,000 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means the number of new Strike Shares (rounded down to the nearest whole Strike Share) calculated by dividing the Purchase Price by the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules, annexures and attachments form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transfer of Sale Shares

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1(b) of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:
- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents of the Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

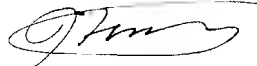
Executed by **Strike Energy Limited ACN 078 012 745** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Signature of director

Stuart Nicholls

Name of director (print)

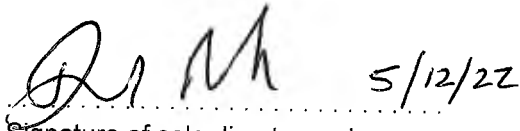


Signature of director/company secretary

Justin Ferravant

Name of director/company secretary (print)

Executed by **Rookharp Capital Pty Ltd ACN 630 327 712** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Signature of sole director and company secretary David Michael Rooke

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
Stavroula Mangos

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Stavroula Mangos
Address 14 Brookside Road Springfield SA 5062
Email mangos@internode.on.net
Attention Valerie Mangos

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$137,113.09.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 471,179 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or

- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means 471,179 Strike Shares each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1 of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

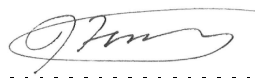
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



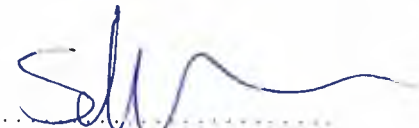
.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Signed by **Stavroula Mangos** in the presence
of:


.....
Signature of witness


.....
Signature of Ms Stavroula Mangos

Paige Pitaridis
.....
Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
The parties listed in Schedule 1

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike
Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Sellers

The parties listed in Schedule 1

Background

- A Each Seller owns the Shares listed next to its name in Schedule 1 and is entitled to sell those Shares.
- B Each Seller agrees to sell and Strike agrees to buy the Sale Shares listed next to each Sellers name in Schedule 1 in consideration for the issue of that number of Strike Shares listed next to each Sellers name in Schedule 1 and on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality,

board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means the number of Shares listed next to each Sellers name in Schedule 1.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Sellers CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from each Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Sellers Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 3.

Subscription Shares means the number of new Strike Shares listed next to each Sellers name in Schedule 1 each issued at the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules, annexures and attachments form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.

- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Sellers must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to each Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Sellers in accordance with paragraph 2.1(b) of Schedule 4; and
 - (b) each Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of its Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 Each Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If a Seller's Sale Shares are held on CHESSE, that Seller must, if requested by Strike prior to Completion, instruct the controlling participant for those Sale Shares on CHESSE to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 4.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Sellers CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of each Sellers CGT Declaration under paragraph 1.1(b) of Schedule 4, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to each Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that each Seller has entered into this agreement in reliance on the Strike Warranties.

Sellers Warranties

- 4.2 Each Seller severally represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. Each Seller acknowledges that Strike has entered into this agreement in reliance on the Sellers Warranties.

Warranties separate

- 4.3 Each of the Sellers Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Sellers Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:

- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
- (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Sale Shares

Sellers	Number of Shares	Subscription Shares
<p>Name: Mr Antonios Manuel Syrianos as trustee for the Tony Syrianos Family A/C Address: 176-180 Mackinnon Parade North Adelaide South Australia 5006 Australia Email: tonysyri@gmail.com Attention: Mr Antonios Manuel Syrianos</p>	8,735,000	8,735,000
<p>Name: Mr Manuel Syrianos Address: 5/180 O'Connell Street North Adelaide South Australia 5006 Australia Email: manuelsyri@icloud.com Attention: Mr Manuel Syrianos Copy to: tonysyri@gmail.com</p>	9,578,566	9,578,566
<p>Name: Mrs Olga Shields and Mr Andrew Gordon Shields as trustee for the AOS Family A/C Address: 12 Pannan Road Munno Para Downs South Australia 5115 Australia Email: Oharalampidis@hotmail.com and ashields334@gmail.com Attention: Mrs Olga Shields and Mr Andrew Gordon Shields</p>	2,188,630	2,188,630
<p>Name: Mr Andrew Gordon Shields and Mrs Olga Shields Address: 12 Pannan Road Munno Para Downs South Australia 5115 Australia Email: ashields334@gmail.com and Oharalampidis@hotmail.com Attention: Mr Andrew Gordon Shields and Mrs Olga Shields</p>	1,094,275	1,094,275

Schedule 2 Seller Warranties

1 Corporate

- 1.1 Each Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Each Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by each Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency of that Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 In respect of each Seller, No Insolvency Event has occurred.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 Each Seller is the sole legal and beneficial owner of its Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Sellers and all discussions between the Sellers and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Sellers first contacting Strike.
- 3.4 Each Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 3 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No Insolvency Event in relation to Strike has occurred.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 4 Completion obligations

1 Obligations of the Sellers

1.1 At Completion, each Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from each Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Sellers CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue each Seller a holding statement showing the Seller as the holder of the Subscription Shares .

Signature page

Executed as an agreement.

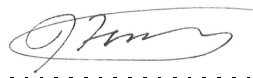
Executed by **Strike Energy Limited**
ACN 078 012 745 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls
.....

Name of director (print)

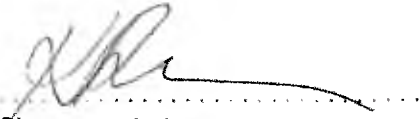


.....
Signature of director/company secretary

Justin Ferravant
.....

Name of director/company secretary (print)

Signed by **Mr Manuel Syrianos** in the presence
of:



Signature of witness

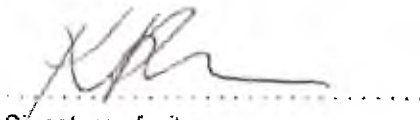


Signature of Mr Manuel Syrianos

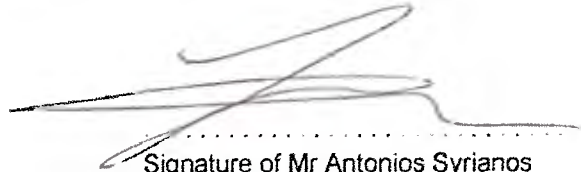
Kate Ronayne-Mahony

Name of witness (print)

Signed by **Mr Antonios Syrianos** as trustee for
the Tony Syrianos Family A/C in the presence
of:



Signature of witness

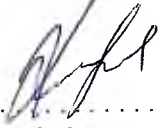


Signature of Mr Antonios Syrianos

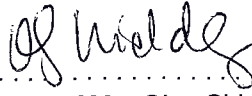
Kate Ronayne-Mahony

Name of witness (print)

Signed by **Mrs Olga Shields as trustee for the AOS Family A/C** in the presence of:



.....
Signature of witness

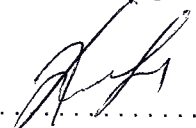


.....
Signature of Mrs Olga Shields

.. **CHRISI HARALAMPIDIS**

Name of witness (print)

Signed by **Mrs Olga Shields** in the presence of:



.....
Signature of witness

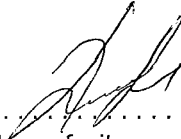


.....
Signature of Mrs Olga Shields

.. **CHRISI HARALAMPIDIS**

Name of witness (print)

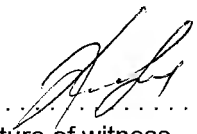
Signed by **Mr Andrew Gordon Shields** as trustee for the AOS Family A/C in the presence of:


.....
Signature of witness


.....
Signature of Mr Andrew Gordon Shields

...CHRISI HARALAMPIDIS
.....
Name of witness (print)

Signed by **Mr Andrew Gordon Shields** in the presence of:


.....
Signature of witness


.....
Signature of Mr Andrew Gordon Shields

...CHRISI HARALAMPIDIS
.....
Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited

Mr Manuel Syrianos and Mrs Haroula Syrianos and Mr
Antonios Syrianos as trustee for the Syrianos Superannuation
Fund A/C

Dated Dec 6, 2022



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This agreement is made on Dec 6, 2022

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Mr Manuel Syrianos and Mrs Haroula Syrianos and Mr Antonios Syrianos as trustee for the Syrianos Superannuation Fund A/C
Address 5/180 O'Connell Street North Adelaide South Australia 5006 Australia
Email tonysyri@gmail.com
Attention Mr Antonios Syrianos

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHES means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$61,110.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 210,000 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means the number of new Strike Shares (rounded down to the nearest whole Strike Share) calculated by dividing the Purchase Price by the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules, annexures and attachments form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1(b) of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:
- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents of the Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
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3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike

2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

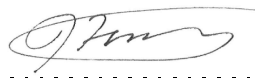
Executed by **Strike Energy Limited ACN 078 012 745** in accordance with section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls
.....

Name of director (print)



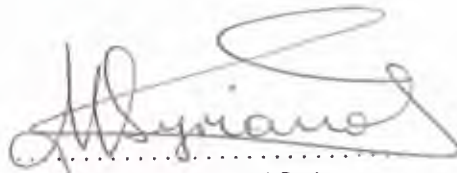
.....
Signature of director/company secretary

Justin Ferravant
.....

Name of director/company secretary (print)

Signed by Mr Manuel Syrianos as trustee for the Syrianos Superannuation Fund A/C in the presence of:



.....
Signature of witness


.....
Signature of Mr Manuel Syrianos

Angela Vitagliano
.....
Name of witness (print)

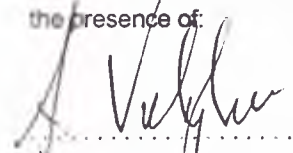
Signed by Mr Antonios Syrianos as trustee for the Syrianos Superannuation Fund A/C in the presence of:

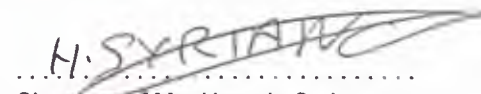

.....
Signature of witness


.....
Signature of Mr Antonios Syrianos

Angela Vitagliano
.....
Name of witness (print)

Signed by Mrs Haroula Syrianos as trustee for the Syrianos Superannuation Fund A/C in the presence of:


.....
Signature of witness


.....
Signature of Mrs Haroula Syrianos

Angela Vitagliano
.....
Name of witness (print)

EXECUTION VERSION

Project Salmond

Share Purchase Agreement

Strike Energy Limited
Rookharp Capital Pty Ltd

Dated 6 December 2022



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SCHEDULE 2 STRIKE WARRANTIES	9
SCHEDULE 3 COMPLETION OBLIGATIONS	10

Parties

Strike

Name Strike Energy Limited
ACN 078 012 745
Address Level 2, 66 Kings Park Road West Perth WA 6005
Email Lucy.Gauvin@strikeenergy.com.au
Attention Lucy Gauvin, General Counsel

Seller

Name Rookharp Capital Pty Ltd
ACN 630 327 712
Address 8 Kings Park Way Dubbo NSW 2830
Email rookharp@bigpond.net.au
Attention David Rooke

Background

- A The Seller owns the Sale Shares and is entitled to sell the Sale Shares.
- B The Seller agrees to sell and Strike agrees to buy the Sale Shares in consideration for the issue of subscription shares on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

ASX Operating Rules means the operating rules of ASX in force from time to time.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd.

Company means Warrego Energy Limited ACN 125 394 667.

Completion means completion of the transfer of the Sale Shares in accordance with this agreement.

Completion Date means the business day after the date of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Issue Price means \$0.291, being the volume weighted average price (as defined in the Listing Rules) of Strike Shares as quoted on the ASX for the 5 trading days immediately preceding the date of this agreement.

Listing Rules means the Listing Rules of the ASX and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Market Participant has the meaning given in the ASX Operating Rules.

Purchase Price means \$320,100.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Sale Shares means 1,100,000 Shares.

Security Interest includes a mortgage, debenture, charge, Security Interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller CGT Declaration means a declaration (in the ATO form NAT 7487906.2016) from the Seller that either:

- (a) the Seller is a resident of Australia as defined in the Tax Act; or
- (b) its Sale Shares are not indirect Australian real property interests as defined in the Tax Act,

and that covers (at least) the time this agreement is entered into.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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

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

Strike Warranties means the representations, warranties and undertakings made by Strike has set out in Schedule 2.

Subscription Shares means the number of new Strike Shares (rounded down to the nearest whole Strike Share) calculated by dividing the Purchase Price by the Issue Price.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, Part, Schedule, annexure or attachment of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules, annexures and attachments form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Perth, Western Australia, other than a Saturday or Sunday or public holiday in Perth, Western Australia.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Transaction

Transfer of Warrego Shares

- 2.1 At Completion, the Seller must transfer, and Strike must accept the transfer of, the Sale Shares in consideration for the issue of the Subscription Shares to the Seller on and subject to the terms of this agreement.
- 2.2 At Completion, Strike:
- (a) agrees to become a member of the Company and to be bound by the Company's constitution; and
 - (b) authorises its name to be placed on the register of members of the Company in respect of the Sale Shares.

Subscription Shares

- 2.3 At Completion:
- (a) Strike must issue the Subscription Shares to the Seller in accordance with paragraph 2.1(b) of Schedule 3; and
 - (b) the Seller:
 - (i) agrees to become a member of Strike and to be bound by Strike's constitution; and
 - (ii) authorises its name to be placed on the register of members of the Strike in respect of the Subscription Shares.

Transfer free from Security Interests and with all rights

- 2.4 The Seller must transfer the Sales Shares free from all Security Interests and together with the Rights attached or accrued to them or which may at any time become attached or accrued to them.

Controlling participant instructions

- 2.5 If the Sale Shares are held on CHESS, the Seller must, if requested by Strike prior to Completion, instruct the controlling participant for the Sale Shares on CHESS to arrange for conversion of the holding to issuer sponsored.

3 Completion

Date of Completion

- 3.1 Completion must take place on the Completion Date or at such other date agreed by the parties in writing.

Obligations at Completion

- 3.2 The parties must each fulfil their obligations at Completion as set out in Schedule 3.

Interdependence

- 3.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Seller CGT declaration

- 3.4 Strike acknowledges and agrees that, upon receipt of the Seller CGT Declaration under paragraph 1.1(b) of Schedule 3, no payment will be required to be made under Subdivision 14-D of Schedule 1 of the Tax Act.

4 Warranties

Strike Warranties

- 4.1 Strike represents and warrant to the Seller that each of the Strike Warranties is true and accurate in respect of itself only as at the date of this agreement and at Completion. Strike acknowledges that the Seller has entered into this agreement in reliance on the Strike Warranties.

Seller Warranties

- 4.2 The Seller represents, warrants and undertakes to Strike that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion. The Seller acknowledges that Strike has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

- 4.3 Each of the Seller Warranties and the Strike Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Strike Warranty.

5 Notices

Notices etc only by authorised signatories

- 5.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 5.2 Subject to clause 5.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 5.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 5.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 5.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 Miscellaneous

Assignment

- 6.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 6.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Counterparts

- 6.3 This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute one document. PDF and electronic signatures are taken to be valid and binding to the same extent as physical signatures.
- 6.4 A party may sign electronically a soft copy of this agreement through an electronic signature or digital platform that indicates on the instrument that a digital signature was applied (including DocuSign) and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:
- (a) any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - (b) each signatory confirms that their signature appearing in this agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

Entire agreement

- 6.5 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 6.6 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 6.7 This agreement is governed by the law of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.8 No term or condition of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that provision.

Severability

- 6.9 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.10 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Waiver

- 6.11 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents of the Seller and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.2 The Seller is the sole and beneficial owner of all the Sale Shares, and at Completion, will be entitled to transfer and will transfer the full legal and beneficial ownership of the Sale Shares free from all Security Interests in accordance with the terms of this agreement.
- 3.3 The transaction recorded by this agreement was instigated by the Seller and all discussions between the Seller and Strike in relation to the transaction recorded in this agreement or the Sale Shares more generally were as a result of the Seller first contacting Strike.
- 3.4 The Seller is a 'sophisticated investor' or 'professional investor' for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom the Subscription Shares may be issued without disclosure under section 708 of the Corporations Act.

Schedule 2 Strike Warranties

1 Corporate

- 1.1 Strike has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Strike has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

- 2.1 No receiver or receiver and manager, liquidator or statutory manager has been appointed in respect of the whole or any part of its assets or undertaking.
- 2.2 No administration order has been made and no petition has been presented for such an order in respect of it.
- 2.3 No application has been made, no resolution passed or proposed in a notice of meeting or any other steps taken for its winding up.
- 2.4 It has not stopped or suspended payment of its debts or become unable to pay its debts, and is not insolvent within the meaning of section 95A of the Corporations Act.
- 2.5 No unsatisfied judgment, order or award is outstanding against it and no distress or execution has been levied on, or other process commenced against, any of its assets.
- 2.6 No deed of company arrangement is in force or has been proposed under Part 5.3A of the Corporations Act in respect of it.

3 Transaction

- 3.1 The Subscription Shares will:
 - (a) be validly issued, fully paid and free from all Security Interests;
 - (b) eligible to be quoted on ASX; and
 - (c) will have the rights set out in Strike's constitution.

Schedule 3 Completion obligations

1 Obligations of the Seller

1.1 At Completion, the Seller must:

- (a) execute and deliver all necessary documents and give all necessary instructions to ensure that all right, title and interest in the Sale Shares passes from the Seller to Strike free from all Security Interests; and
- (b) deliver to Strike the Seller CGT Declaration (as applicable).

2 Obligations of Strike


2.1 Immediately following the Seller's performance of its obligations at Completion, Strike must

- (a) as required, sign and return to the Seller any documents delivered to Strike by the Seller at Completion; and
- (b) in relation to the Subscription Shares:
 - (i) issue and allot the Subscription Shares;
 - (ii) apply for and use its best endeavours to obtain official quotation of the Subscription Shares on ASX by filing an Appendix 2A with ASX (without restriction) and do all things reasonably necessary for the Subscription Shares to be quoted;
 - (iii) give to the ASX a cleansing statement under section 708A(5)(e) of the Corporations Act in respect of the Subscription Shares that complies with section 708A(6) of the Corporations Act; and
 - (iv) cause Strike's share registry to issue the Seller a holding statement showing the Seller as the holder of the Subscription Shares.

Signature page

Executed as an agreement.

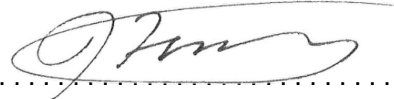
Executed by **Strike Energy Limited ACN 078 012 745** in accordance with section 127 of the *Corporations Act 2001* (Cth):



.....
Signature of director

Stuart Nicholls

.....
Name of director (print)



.....
Signature of director/company secretary

Justin Ferravant

.....
Name of director/company secretary (print)

Executed by **Rookharp Capital Pty Ltd ACN 630 327 712** in accordance with section 127 of the *Corporations Act 2001* (Cth):



Signature of sole director and company secretary David Michael Rooke