



Strike Energy Limited
(ACN 078 012 745)

**NOTICE OF ANNUAL GENERAL MEETING
AND EXPLANATORY MEMORANDUM**

The Annual General Meeting is to be held as a virtual meeting
on
15 November 2021 commencing at 11:00am (Perth time)

Shareholders may attend the meeting at the Cottesloe Beach Hotel at 104 Marine Parade, Cottesloe, Western Australia, however all voting will be conducted virtually on the Lumi Platform <https://web.lumiagm.com/370486762>.

This Notice of Meeting and Explanatory Memorandum should be read in its entirety.

Shareholders may participate in the Meeting virtually through an online platform provided by our share registrar, Boardroom Pty Ltd (further details enclosed).

If you are in doubt as to how to vote, you should seek advice from your accountant, solicitor or other professional adviser without delay.

**NOTICE OF ANNUAL GENERAL MEETING
STRIKE ENERGY LIMITED
ACN 078 012 745**

NOTICE IS GIVEN that the annual general meeting (**Meeting or Annual General Meeting**) of the members of Strike Energy Limited ACN 078 012 745 (**Company**) will be held at as a virtual meeting on **15 November 2021** commencing at **11:00am (Perth time)**. Shareholders may participate in the Meeting virtually through an online platform provided by our share registrar, Boardroom Pty Ltd, which can be accessed at <https://web.lumiagm.com>. The Meeting is being held virtually due to circumstances arising from the COVID-19 pandemic, including potential government restrictions on gatherings, and otherwise in accordance with the Constitution of the Company. Subject to any applicable restrictions relating to the COVID-19 pandemic, Shareholders may attend the meeting at the Cottesloe Beach Hotel at 104 Marine Parade, Cottesloe, Western Australia.

Shareholders can participate in the Meeting via the Lumi AGM platform by following the below link on a computer URL: <https://web.lumiagm.com/meetingid>.

Participating in the Meeting virtually will enable Shareholders to view the Meeting live, ask questions and cast votes in the real time poll during the Meeting.

Shareholders will be able to log in to the online platform from 10.30am (Perth time) on the date of the Meeting. You will need the following information to access the virtual Meeting by one of the above means:

- The Meeting ID, which is 370-486-762
- Your username, which is the individual VAC (Voter Access Code) printed on your proxy form (as per the Online Voting User Guide accessible at www.strikeenergy.com.au/meetings).
- Your password, which is your Australian postcode (overseas Shareholders should refer to the Online Voting User Guide).

Further information on how to vote and participate in the virtual Meeting is contained in the Online Voting User Guide accessible at www.strikeenergy.com.au/meetings.

Alternatively if you have been nominated as a third party proxy, or for any enquiries relating to virtual participation in the Meeting or accessing the Lumi AGM platform, please contact the Company's Share Registry on 1300 737 760 or +61 2 9290 9600.

Electronic Notice of Meeting

In accordance with *Treasury Laws Amendment (2021 Measures No. 1) Act 2021* which came into force and effect on 14 August 2021, the Company will not be dispatching physical copies of the Notice. Rather, the Notice is being made available to Shareholders electronically and can be viewed and downloaded online on the ASX Company Announcements Platform at <https://www2.asx.com.au/markets/trade-our-cash-market/historical-announcements> and by entering the code 'STX'.

BUSINESS OF THE ANNUAL GENERAL MEETING

Further details of each Resolution to be considered at the Meeting are set out in the Explanatory Statement. Definitions of capitalised terms used in the Notice of Meeting and Explanatory Statement are set out in the Glossary in Section 9 of the Explanatory Statement.

Financial Report, Directors' Report and Auditor's Report

To receive and consider the Financial Report of the Company and its controlled entities and the reports of the Directors (which incorporates the remuneration report) and the Auditor for the year ended 30 June 2021.

Resolution 1 – To adopt the Remuneration Report

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

"That the Remuneration Report for the year ended 30 June 2021 is adopted."

Note

In accordance with section 250R of the Corporations Act, the vote on Resolution 1 will be advisory only and will not bind the Directors or the Company. See Section 3 of the attached Explanatory Memorandum.

Voting exclusion

A vote on Resolution 1 must not be cast (in any capacity) by, or on behalf of, a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report, or a Closely Related Party of such member. However, a vote may be cast by any such person if:

- the person is acting as proxy and the proxy form specifies how the proxy is to vote, and the vote is not cast on behalf of a person who is otherwise excluded from voting on Resolution 1 as described above; or
- the person is the Chairman voting an undirected proxy which expressly authorises the Chairman to exercise the proxy even if Resolution 1 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

The Chairman intends to vote all undirected proxies in favour of Resolution 1.

Resolution 2 – To re-elect Andrew Seaton as Director

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

"That Mr Andrew Seaton, who retires by rotation in accordance with clause 4.7(d) of the Constitution and, being eligible, offers himself for re-election, is elected as a Director."

Resolution 3 – Grant of Performance Rights to or for the benefit of Mr Stuart Nicholls, Managing Director

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

"That, for the purposes of ASX Listing Rule 10.14, and for all other purposes, the grant to the Managing Director, Mr Stuart Nicholls or his nominee of 520,558 Performance Rights awarded under the FY21 Short-term Incentive Plan as described in and otherwise on the terms and conditions set out in the Explanatory Statement, is approved."

Resolution 4 – Grant of Performance Rights to or for the benefit of Mr Stuart Nicholls, Managing Director

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

"That, for the purposes of ASX Listing Rule 10.14, and for all other purposes, the grant to the Managing Director, Mr Stuart Nicholls or his nominee, of 1,779,687 Performance Rights awarded under the FY22 Long-term Incentive Plan as described in and otherwise on the terms and conditions set out in the Explanatory Statement, is approved."

Resolutions 3 and 4 - Voting exclusion:

The Company will disregard any votes cast on Resolutions 3 or 4 by or on behalf of Mr John Poynton, Mr Stuart Nicholls, Mr Neville Power, Ms Mary Hackett, Mr Stephen Bizzell and Mr Andrew Seaton (each being a Director who is eligible to participate in the Company's Employee Share Incentive Plan), and any of their respective associates eligible to participate in the Company's Employee Share Incentive Plan.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolutions, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolutions, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

- (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
- (ii) the holder votes on the resolutions in accordance with directions given by the beneficiary to the holder to vote in that way.

Further, a vote must not be cast (in any capacity) by, or on behalf of, a member of the Key Management Personnel whose remuneration details are included in the Remuneration Report, or a Closely Related Party of such member. However, a vote may be cast by any such person if:

- (a) the person is acting as proxy and the proxy form specifies how the proxy is to vote, and the vote is not cast on behalf of a person who is otherwise excluded from voting on the resolutions as described above; or
- (b) the person is the chair of the meeting voting an undirected proxy which expressly authorises the chair to exercise the proxy even if the resolutions are connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

The Chairman intends to vote all undirected proxies in favour of Resolutions 3 and 4.

Resolution 5 – Ratification of Prior Issue of Placement Shares

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

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 250,000,000 Shares on the terms and conditions set out in the Explanatory Statement.”

Voting exclusion:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who participated in the Placement or any associate of those persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Resolution 6 – Ratification of the prior issue of Shares to MWGP Shareholders

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

“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 6,161,430 Shares to the MWGP Shareholders on the terms and conditions set out in the Explanatory Memorandum.”

Voting exclusion:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of each MWGP Shareholder and any person who will obtain a material benefit if this Resolution is passed, except a benefit solely by reason of being a holder of Shares, and any associate of those persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in

- (c) accordance with a direction given to the chair to vote on the resolution as the chair decides; or
a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
- (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Resolution 7 – Issue of Performance Shares to MWGP Shareholders

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

“That, for the purposes of ASX Listing Rule 7.1, the conditions of the ASX Confirmation and for all other purposes, Shareholders approve the issue of 6 Class A Performance Shares, that may convert into up to 6,666,667 Shares, and 6 Class B Performance Shares, that may convert into up to 148,800,000 Shares, to the MWGP Shareholders (and/or their nominees), on the terms and conditions in the Explanatory Statement.”

Voting exclusion:

The Company will disregard any votes cast in favour of this Resolution by or on behalf of each MWGP Shareholder (or their nominees) and any person who will obtain a material benefit if this Resolution is passed, except a benefit solely by reason of being a holder of Shares, and any associate of those persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

By order of the Board



John Poynton AO
Chairman
Strike Energy Limited
13 October 2021

IMPORTANT NOTES FOR SHAREHOLDERS

These notes and the Explanatory Statement form part of the Notice of Meeting.

Explanatory Statement

The accompanying Explanatory Statement forms part of this Notice of Meeting and should be read in conjunction with it. Section 9 of the Explanatory Statement contains definitions of capitalised terms used in this Notice of Meeting and the Explanatory Statement.

Required majorities

All the Resolutions are ordinary resolutions. An ordinary resolution requires a simple majority of votes cast by Shareholders present (in person, by proxy or representative) and entitled to vote on the Resolution.

Voting on all proposed Resolutions at the Meeting will be conducted by poll (by way of direct voting utilising the online meeting platform provided by our share registry Boardroom).

How to vote

You may vote by attending the Meeting virtually in person or by proxy, attorney or authorised representative through an online platform provided by our share registrar, Boardroom Pty Ltd, which can be accessed at <https://web.lumiagm.com>.

If voting in person you must attend the Meeting virtually on the date and at the time set out in the Notice of Meeting. Information on how to attend the Meeting virtually is set out in the Notice of Meeting and is available on our website at www.strikeenergy.com.au/meetings. Shareholders may attend the Meeting at its physical location set out on the first page of this notice, but all voting will be conducted virtually.

You may cast direct online votes prior to the meeting, without needing to attend the meeting or appoint a proxy. Direct online votes can be lodged at <https://www.votingonline.com.au/stxagm2021>. Direct votes cast by Shareholders will be counted on a poll. A Shareholder who has cast a direct vote may attend the Meeting and vote online, but their online vote will cancel the direct vote lodged prior to the Meeting, unless the Shareholder instructs the Company's share registrar otherwise.

Proxies

A Shareholder who is entitled to attend and vote at the Meeting has the right to appoint a proxy to attend and vote for them. A proxy may be, but need not be, a Shareholder and can be an individual or body corporate. Shareholders holding two or more Shares can appoint either one or two proxies. If two proxies are appointed, the appointing Shareholder can specify what proportion of their votes they want each proxy to exercise. If the Shareholder appoints two proxies and the appointment does not specify the proportion, each proxy may exercise half of the votes.

To vote by proxy, please complete the proxy form enclosed with this Notice of Meeting as soon as possible and either:

- (a) send the proxy form by fax to the Company's share registry, Boardroom Pty Limited on +61 2 9290 9655; or
- (b) deliver or post the proxy form to the Company's share registry, Boardroom Pty Limited, at GPO Box 3993, Sydney, New South Wales, 2001, Australia or Level 12, 225 George Street, Sydney, New South Wales, 2000.

To be effective, a completed proxy form must be received by **no later than 11:00am (Perth time) on Saturday 13 November 2021**, being not less than 48 hours prior to the commencement of the Meeting. Proxy forms received later than this time will be invalid.

Where the proxy form is executed under power of attorney, the power of attorney (or a certified copy of the authority) must be lodged in the same way as the proxy form.

Corporate representatives

A body corporate may appoint an individual as its representative to attend and vote at the Meeting and exercise any other powers the body corporate can exercise at the Meeting. The appointment, which must comply with section 250D of the Corporations Act, may be a standing one. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which the appointment is signed, unless it has previously been given to the Company.

Voting entitlements

The Directors have determined that, for the purpose of voting at the Meeting, Shareholders are those persons who are the registered holders of the Company's Shares at 7:00pm (Sydney time) on **12 November 2021**.

EXPLANATORY STATEMENT

1. INTRODUCTION

1.1 Purpose

This Explanatory Statement has been prepared for the information of Shareholders in relation to the business to be conducted at the Annual General Meeting.

This Explanatory Statement should be read in full and in conjunction with the Notice of Meeting. Capitalised terms in this Explanatory Statement are defined in the Glossary in Section 9 of this Explanatory Statement. You should consult with your professional advisers if you have any questions in relation to how to vote on the Resolutions.

1.2 Resolutions and recommendations

There are seven Resolutions to be considered at the Meeting.

Certain voting exclusions are imposed by the Corporations Act and the ASX Listing Rules in relation to the Resolutions as detailed in the accompanying Notice of Meeting. The Directors intend to vote in favour of each Resolution (subject to any applicable voting exclusions) and recommend that Shareholders vote in favour of each Resolution.

2. Financial Report, Directors' Report and Auditor's Report

The Corporations Act requires:

- the reports of the Directors and Auditors; and
- the annual report, including the financial statements of the Company for the year ended 30 June 2021,

to be laid before the Meeting. Neither the Corporations Act nor the Constitution requires a vote of Shareholders on the reports or statements. However, Shareholders will be given an opportunity to raise questions or comments on the management of the Company.

Also, a reasonable opportunity will be given to Shareholders as a whole at the Meeting to ask the Company's Auditor questions relevant to the conduct of the audit, the preparation and content of the Auditor's report, the accounting policies adopted by the Company in relation to the preparation of the financial statements and the independence of the Auditor in relation to the conduct of the audit.

3. Resolution 1 – To adopt the Remuneration Report

A resolution for adoption of the Remuneration Report is required to be considered and voted on in accordance with section 250R(2) of the Corporations Act. The Remuneration Report forms part of the Directors' Report included in the Annual Report. The Remuneration Report:

- explains the Board's policy for determining the nature and amount of remuneration of the Key Management Personnel;
- explains the relationship between the Board's remuneration policy and the Company's performance;
- sets out remuneration details for each of the Key Management Personnel; and
- details and explains any performance conditions applicable to the remuneration of the Key Management Personnel.

Section 250R(3) of the Corporations Act provides that Resolution 1 is advisory only and does not bind the

Directors or the Company itself. A failure of Shareholders to pass Resolution 1 will not require the Directors to alter any of the arrangements in the Remuneration Report.

However, under sections 250U and 250V of the Corporations Act, where a resolution on the Remuneration Report receives a “no” vote of 25% or more at two consecutive annual general meetings, the Company will be required to put to Shareholders at the second annual general meeting a resolution on whether another meeting should be held (within 90 days) at which all Directors (other than the Managing Director who, under the Listing Rules may continue to hold office indefinitely without being re-elected) will cease to hold office, but be eligible for election, and an election of Directors will take place.

At the annual general meeting of the Company immediately preceding the Annual General Meeting to which the Notice of Meeting relates, the Company did not receive a “no” vote of 25% or more on the resolution for the adoption of the Remuneration Report.

A reasonable opportunity will be provided for discussion of the Remuneration Report at the Meeting. While a vote on the adoption of the Remuneration Report resolution is advisory only and does not bind the Directors or the Company, the Board will take the outcome of the vote into consideration when reviewing the remuneration practices and policies of the Company.

Important Notice

If you choose to appoint a proxy, you are encouraged to direct your proxy how to vote on Resolution 1 by marking either "For", "Against" or "Abstain" on the Proxy Form. If the Chairman is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolution 1, by signing and returning the proxy form, the Shareholder is deemed to have provided the Chairman with an express authorisation for the Chairman to vote the proxy in accordance with the Chairman's intention, even though the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

The Chairman intends to exercise all undirected proxies in favour of Resolution 1, subject to being authorised to do so.

4. Resolution 2 – Re-election of Mr Andrew Seaton as Director

4.1 Background

Clause 4.6 of the Constitution and ASX Listing Rule 14.4 both provide that no director may hold office (without re-election) past the third annual general meeting following the director's election or last re-election or for a continuous period of more than three years, whichever is longer. None of the Company's directors are required to stand for re-election under clause 4.6 of the Constitution or ASX Listing Rule 14.4.

ASX Listing Rule 14.5 provides that an entity which has directors must hold an election of directors at each annual general meeting. This rule applies even where no director is required to stand for re-election at an annual general meeting under ASX Listing Rule 14.4.

Clause 4.7(d)(ii) of the Constitution provides that where the ASX Listing Rules require an election of the directors to be held and no directors are required to retire under clause 4.6 of the Constitution, then if no director wishes to retire and if two or more directors have held office for the same period of time, the director to retire must be determined by agreement, or failing agreement, by lot.

Mr Neville Power, Mr Stephen Bizzell and Mr Andrew Seaton were each elected at the Company's 2019 Annual General Meeting, and have each held office for the longest period of time without re-election.

In accordance with clause 7.4(d)(ii) of the Constitution, Mr Seaton has, by agreement, determined to retire from office and offers himself up (and is eligible) for re-election at this Annual General Meeting.

Mr Seaton was first appointed to the Board as a Director on 18 August 2017 and was last re-elected as a Director at the Company's Annual General Meeting in 2019.

Mr Seaton has over 30 years' experience in the resources sector encompassing a broad range of finance, strategy, commercial, investment banking, engineering and project management roles. He has a deep

understanding of domestic Australian gas markets and global LNG industry dynamics having worked with Santos Ltd for 12 years, including 6 years as Chief Financial Officer. His prior experience includes advisory, mergers and acquisitions, equity and debt capital markets transactions with Merrill Lynch working in Australia and New York.

The board considers Mr Seaton to be an independent director.

Mr Seaton brings a wealth of knowledge and experience to his role as a non-executive director of the Company, and for that reason, the Directors (other than Mr Seaton, who has an interest in the outcome of the Resolution) unanimously support Mr Seaton's re-election.

4.2 Recommendation

The Directors (other than Mr Seaton, who has an interest in the outcome of the Resolution) unanimously recommend that Shareholders vote in favour of Resolution 2.

The Chairman intends to vote all undirected proxies in favour of Resolution 2.

5. Resolutions 3 and 4 – Grant of Performance Rights to or for the benefit of Mr Stuart Nicholls, Managing Director

5.1 Background

Under Resolution 3, Shareholders' approval is sought to the grant of 520,558 Performance Rights awarded under the FY21 Short-term Incentive Plan (**STIP Performance Rights**) to or for the benefit of the Managing Director of the Company, Mr Stuart Nicholls, under the Company's Employee Share Incentive Plan (**ESIP**).

Under Resolution 4, Shareholders' approval is sought to the grant of 1,779,687 Performance Rights awarded under the FY22 Long-term Incentive Plan (**LTIP Performance Rights**) to or for the benefit of the Managing Director of the Company, Mr Stuart Nicholls, under the ESIP.

Each Performance Right is a right to subscribe for one Share for nil consideration, subject to satisfaction of the applicable vesting conditions described below, and otherwise on the terms and conditions set out in the ESIP.

The STIP Performance Rights are awarded to Mr Nicholls for achievement of the 2020/21 financial year STIP which operated over a performance period from 1 July 2020 to 30 June 2021. The STIP Performance Rights will vest 30 days after the date of grant (subject to Resolution 3 being passed by Shareholders).

The LTIP Performance Rights are intended to incentivise Mr Nicholls to work towards, and to reward him for, generating a return on investment for the Company's Shareholders over the longer term. For this reason, the LTIP Performance Rights will be granted subject to performance or vesting conditions that are directly linked to Shareholder returns over a three-year period and which must be satisfied before the LTIP Performance Rights can be exercised and converted to Shares. The proposed LTIP Performance Rights grant is for the 2021/22 financial year.

The vesting criteria for the LTIP Performance Rights is set out in the table below and will be assessed at the end of a three-year period commencing 1 July 2021 (**Performance Period**).

Measure	Weighting	Hurdles	Vesting Percentage
Absolute Company TSR	50%	Below 10% p.a.	0
		10% to < 15% p.a.	25%
		15% to <20% p.a.	50%
		20% to < 25% p.a.	75%
		Above 25% p.a.	100%

Relative TSR	50%	Below 60 th percentile	0
		60 th percentile	60%
		61 nd to 75 th percentile	61% to 99%
		> 76 th percentile and above	100%

The number of LTIP Performance Rights that will vest and become convertible to Shares will depend on the rate of return achieved, with 50% of the Performance Rights weighted on achievement of Company specific hurdle rates of return (as set out above) (**Absolute Company TSR**) and 50% of the Performance Rights weighted on the Company's rate of return relative to the rate of return achieved by a comparative group of 14 ASX listed Australian exploration and production companies with varying market capitalisation (**Relative TSR**). The peer group will be reviewed for relevance and amended annually as appropriate.

All unvested and unexercised Performance Rights will automatically expire 90 days from the end of the Performance Period (**Expiry Date**).

If Mr Nicholls ceases to be employed prior to satisfaction of the vesting conditions, the Performance Rights will automatically lapse unless the Board, in its discretion and subject to applicable law and the ASX Listing Rules, determines otherwise. If Mr Nicholls ceases employment and the vesting conditions have been satisfied, the Performance Rights will lapse on the earlier of the Expiry Date and the date that is 90 days after the date of cessation of Mr Nicholls' employment, unless the Board, in its discretion and subject to applicable law and the ASX Listing Rules, determines otherwise.

5.2 Chapter 2E of the Corporations Act

Under section 208 of the Corporations Act (which is part of Chapter 2E), for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company must:

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

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

Approval of Resolution 3 and Resolution 4 will each result in the granting of a conditional right to subscribe for Shares for nil consideration to a Director. This constitutes the giving of a financial benefit to a related party as Directors are related parties of the Company. However, the Board has determined that the grant of Performance Rights to Mr Nicholls, as part remuneration for his services is reasonable in the Company's circumstances and those of Mr Nicholls, and as such does not require Shareholder approval for the purposes of Chapter 2E of the Corporations Act by virtue of the exception to shareholder approval in section 211 of the Corporations Act. The Company has a need for highly skilled personnel to deliver on the Company's strategic objectives, but relatively limited cash reserves to attract and reward such personnel. The grant of Performance Rights not only assists preserve cash for the Company's business activities, but also incentivises personnel to achieve the Company set strategic objectives and, in the case of the LTIP Performance Rights, ultimately deliver a return on investment to its Shareholders. The grant of the Performance Rights when taken together with the balance of Mr Nicholls' remuneration package is also considered reasonable by the Board when compared with the remuneration packages of managing directors and chief executive officers of companies of a similar size and in the same industry to that of the Company. The position taken by the Board has been supported by a remuneration review commissioned by the Company and undertaken by Mercer in August 2021.

5.3 Listing Rule 10.14

Listing Rule 10.11 requires shareholder approval to be obtained where an entity issues, or agrees to issue, securities to a related party unless an exception in Listing Rule 10.12 applies. As noted above, each of the Directors are a related party of the Company.

Listing Rule 10.14 provides that a listed company must not permit certain persons to acquire equity securities under an employee incentive scheme without the approval of its Shareholders, including a Director.

One of the exceptions to Listing Rule 10.11 (being Listing Rule 10.12, Exception 8) is that the relevant equity securities are issued under an employee incentive scheme with ordinary shareholder approval under Listing Rule 10.14.

As noted above, any Performance Rights granted to Mr Nicholls will be pursuant to the ESIP. Accordingly, the Company seeks Shareholder approval to the award of the LTIP Performance Rights and STIP Performance Rights to Mr Nicholls under ASX Listing Rule 10.14.

In accordance with Listing Rule 7.2, Exception 14, the Performance Rights (and any Shares issued upon conversion of the Performance Rights) if approved for grant under Listing Rule 10.14, will not be counted towards any future calculation of the Company's 15% annual placement capacity under Listing Rule 7.1.

5.4 Information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the grant of the Performance Rights to Mr Nicholls pursuant to Resolution 3 and Resolution 4:

- (a) The Performance Rights the subject of Resolution 3 and Resolution 4 will be granted to Managing Director, Mr Stuart Nicholls (or his nominee).
- (b) Mr Nicholls is a Director of the Company and therefore falls within Listing Rule 10.14.1.
- (c) The maximum number of Performance Rights to be issued pursuant to this resolution is, in the case of Resolution 3, 520,558 Performance Rights and, in the case of Resolution 4, 1,779,687 Performance Rights.
- (d) Details of Mr Nicholls current total remuneration package are set out in section 5.5(e).
- (e) Mr Nicholls has been issued with 3,000,000 Options, and 10,531,139 Performance Rights under the ESIP since it was last approved by Shareholders at the Company's 2019 Annual Meeting (for further details, see Notice of Extraordinary General Meeting lodged with ASX on 30 June 2020, and Notice of Annual General Meeting lodged with ASX on 30 October 2020).
- (f) Each Performance Right is to be granted in accordance with the terms of the ESIP and is convertible into one fully paid ordinary share in the capital of the Company on the same terms and conditions as the Company's existing Shares. In each case the Shares will be issued only if the vesting conditions (as described earlier) are satisfied and the holder exercises the Performance Rights.
- (g) The purpose of the grant of Performance Rights to Mr Nicholls is set out in section 5.5(e).
- (h) The value that the Company attributes to the Performance Rights is set out in section 5.5(a).
- (i) The Performance Rights will be granted as soon as practicable and, in any event, no later than 3 years after the date of the Meeting.
- (j) The Performance Rights will be granted for nil cash consideration, and as such no funds will be raised from the grant of the Performance Rights. There is also no consideration payable for each Share issued upon the exercise of each Performance Right.
- (k) A summary of the material terms of the ESIP are set out in Schedule 1 to this Explanatory Statement. A copy of the complete rules of the ESIP is available upon request by contacting the Company Secretary, Mr Justin Ferravant, at the Company's offices.
- (l) The Company confirms that no loan has been made to Mr Nicholls in relation to the grant of the Performance Rights.
- (m) Details of any securities issued under the ESIP will be published in the Company's annual report relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the ESIP after and who are not named in the resolution will not participate until approval is obtained under Listing Rule 10.14.

(n) A voting exclusion statement is set out in Notice of Meeting.

Approval pursuant to Listing Rule 7.1 is not required for the grant of the Performance Rights to Mr Nicholls (or his nominee) as Shareholder approval is being obtained under Listing Rule 10.14. Accordingly, and as noted above, the grant of the Performance Rights will not use up the Company's 15% annual placement capacity under Listing Rule 7.1.

5.5 Further Information

The following additional disclosures are made in relation to Resolution 3 and Resolution 4 and for all other purposes.

(a) Valuation of Performance Rights

STIP Performance Rights – The fair value of the STIP Performance Rights to be granted to or for the benefit of Mr Nicholls is assessed as \$169,650, and is calculated as the product of 50% of Mr Nicholls' fixed remuneration weighted by the STIP 58.5% scorecard result for the 2020/21 financial year, divided by \$0.3259 (being the volume weighted average share price over the 5 trading days prior to commencement of the Performance Period).

LTIP Performance Rights – The fair value of the LTIP Performance Rights to be granted to or for the benefit of Mr Nicholls is to be determined and verified by an independent consultant. As the indicative value has been calculated by reference to the market value of a fully paid ordinary share on 28 September 2021, the actual fair value attributed by the Company is not available as at the date of the notice.

The table below provides the indicative value of the LTI award benefit to be granted at \$0.2826 (being the daily volume weighted average share price for the five consecutive trading days prior to 28 September 2021) for 1,779,687 LTIP Performance Rights.

Indicative Value per Unit	Indicative Value of Total LTI Award
\$0.2826	\$502,940

(b) Effect of grant of Performance Rights

As at the date of this Notice of Meeting, the Company has the following equity securities on issue. See the Company's Application for Quotation of Securities lodged with ASX on 30 September 2021.

Type of security	Number on issue
Shares	2,023,343,766
Options	71,500,000 (exercisable into 71,500,000 Shares)
Performance Rights	17,914,474 (exercisable into 17,914,474 Shares)

If Resolution 3 is approved and the STIP Performance Rights are granted (without taking any other resolution into account), the Company will have on issue an additional 520,558 Performance Rights.

If Resolution 4 is approved and the LTIP Performance Rights are granted (without taking any other resolution into account), the Company will have on issue an additional 1,779,687 Performance Rights.

If any of the STIP Performance Rights or LTIP Performance Rights to be granted to or for the benefit of Mr Nicholls are converted into Shares the effect would be to dilute the shareholding of existing Shareholders.

As at the date of this Notice of Meeting, on a fully diluted basis (i.e. assuming all of the existing options and Performance Rights on issue are exercised and no other securities are issued), the

Company has an equivalent of a maximum of 2,112,758,240 Shares. The issue of the Performance Rights would result in dilution (expressed as a percentage of the expanded Share capital, assuming both the STIP and LTIP Performance Rights are approved and granted, but without taking into account securities issued pursuant to any other resolution) of approximately:

- In the case the LTIP Performance Rights, 0.084%; and
- In the case of the STIP Performance Rights, 0.025%.

(c) *Individual security holdings*

The equity securities in the Company currently held directly and indirectly by Mr Nicholls as at the date of this Notice of Meeting are set out below.

Director	Shares	Number of other Securities held as at date of this Notice of Meeting	Percentage of Share capital on a fully diluted basis as at date of this Notice of Meeting
Mr Stuart Nicholls	6,335,757	10,343,994 unlisted performance rights 3,000,000 unlisted options	0.93% (approx.)

(d) *Other aspects of remuneration packages*

The Company aims to award senior management with a level and mix of remuneration commensurate with their position and responsibilities to ensure consistency with the Company's remuneration objectives. The Company has entered into a standard contract of employment with Mr Nicholls, which provides for both fixed and variable remuneration.

Mr Nicholls, as an Executive Director, is entitled to an annual salary of \$580,000 (including superannuation). In addition to fixed remuneration, Mr Nicholls is eligible to participate in the short-term and long-term incentives plans up to 75% and 100% respectively, of his fixed remuneration, as outlined in the Remuneration Report for the financial year ending 30 June 2021.

(e) *Rationale and Recommendation*

The Performance Rights proposed to be granted to or for the benefit of Managing Director, Mr Nicholls, (per Resolutions 3 and 4) were approved for grant by the Board (subject to obtaining Shareholder approval):

- as a means of retaining as Managing Director a person of the calibre and with the skills and experience that Mr Nicholls has; and
- to incentivise Mr Nicholls to work towards, and to reward him for, achieving increases in the Company's value as determined by the market price of Shares.

For the reasons set out above, the Board (other than Mr Nicholls who has a material personal interest in the outcome of Resolutions 3 and 4) consider the grant of the Performance Rights appropriate in the circumstances and recommend Shareholders vote in favour of Resolutions 3 and 4. The Chairman intends to vote all undirected proxies in favour of Resolutions 3 and 4.

If Resolution 3 or Resolution 4 is passed, the Company will be able to proceed with the grant of Performance Rights the subject of the applicable Resolution.

If Resolution 3 or Resolution 4 is not passed, the Company will not be able to proceed with the grant of Performance Rights the subject of the applicable Resolution.

(f) Effect on earnings and other

There will be an immediate effect on the Company's earnings subsequent to the grant of the Performance Rights in that the Company will likely recognise a share-based payment expense in the Company's profit and loss statement of approximately:

- in the case of the STIP Performance Rights, \$169,650 over a 30 day period; and
- in the case of the LTIP Performance Rights, \$502,940 over a three year period.

The opportunity costs, taxation consequences (such as fringe benefits tax) and benefits foregone by the Company is nil.

6. Resolution 5 – Ratification of Prior Issue of Placement Shares

6.1 Placement and Share Purchase Plan

As announced on 16 April 2021, the Company:

- (a) completed a placement of 250,000,000 new Shares (**Placement Shares**) at an issue price of \$0.30 to raise \$75 million (**Placement**); and
- (b) advised its intention to undertake a share purchase plan at an issue price of \$0.30 to raise up to \$5 million with the discretion to accept oversubscriptions (**SPP**).

As announced on 7 May 2021, the SPP was heavily oversubscribed with approximately \$30 million of acceptances received. The Company determined to double the SPP offer amount to raise \$10 million before costs and expenses.

Following the Placement, the Company is fully funded to deliver a suite of potentially transformational Perth Basin outcomes, including:

- (a) Project financing and in turn delivery of 'First Gas' from Strike's Phase 1 of its Greater Erregulla Project at West Erregulla;
- (b) Proving up the potentially significant South Erregulla gas resources;
- (c) Appraisal of the Perth Basin wet-gas Jurassic play at Walyering;
- (d) Pre-FID milestones for Project Haber proposed 1.4mtpa fertiliser development (refer to Strike's ASX announcements dated 11 January 2021 and 9 April 2021 for further details);
- (e) Subsurface geotechnical work, engineering and preparation for the Mid-West Geothermal pilot; and
- (f) Critical 2D & 3D seismic campaigns to delineate the next wave of gas and geothermal resource addition.

The SPP was offered to supplement the funds raised pursuant to the Placement, and as a means of extending the opportunity to eligible Shareholders to participate in the capital raising at the same price as the Placement.

Resolution 5 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 5.

6.2 Listing Rule 7.4

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month

period to 15% of the fully paid ordinary securities it had on issue at the start of that period.

The Placement does not fit within any of these exceptions and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue date.

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. To this end, Resolution 5 seeks Shareholder approval for the Placement under and for the purposes of Listing Rule 7.4.

If Resolution 5 is passed, the Placement will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date.

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

6.3 Specific information required by Listing Rule 7.5

In accordance with Listing Rule 7.5, information is provided in relation to the Placement as follows:

- (a) The Placement Shares were issued to sophisticated and professional investors who are clients of Euroz Hartleys and UBS AG, Australia Branch who acted as joint lead managers to the Placement (**Placement Participants**). The Placement Participants were identified through a bookbuild process joint-lead managed by Euroz Hartleys and UBS AG, Australia Branch. None of the Placement Participants were:
 - (i) related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or as associate of any of these parties; or
 - (ii) issued more than 1% of the issued capital of the Company.
- (b) 250,000,000 fully paid ordinary shares were issued.
- (c) The Placement Shares are fully paid ordinary share and rank equally in all respects with the Company's existing Shares.
- (d) The Placement Shares were issued on 23 April 2021.
- (e) The Placement Shares were issued at a price of \$0.30 per Placement Share.
- (f) The purpose of the issue of the Placement Shares and details of the use of the funds raised pursuant to the Placement are detailed in Section 6.1.
- (g) A voting exclusion statement is included in the Notice for Resolution 5.

6.4 Recommendation

The Directors recommend that Shareholders vote in favour of this Resolution.

7. Resolution 6 – Ratification of the prior issue of Shares to MWGP Shareholders

7.1 Background

On 1 April 2021, the Company announced that it had entered into a binding term sheet in respect of the acquisition of 100% of the issued capital of Mid West Geothermal Power Pty Ltd (**MWGP**) (**Transaction**).

On 13 May 2021, the shareholders of MWGP (**MWGP Shareholders**) and the Company entered into a share sale and purchase agreement in respect of the Transaction (**Share Purchase Agreement**). The Transaction was completed on 20 May 2021.

MWGP is the holder of a Geothermal Special Prospecting Authority GSPA 2 AO (**GSPA**) issued pursuant to the *Petroleum and Geothermal Energy Act 1967* (WA) (**PGERA**) in respect of 51 blocks (**GSPA Area**) in the Perth Basin, Western Australia.

7.2 Material Terms of the Share Purchase Agreement

The Share Purchase Agreement provides for the following terms and conditions for the Transaction:

(a) Conditions Precedent

The issue of any Performance Shares to facilitate payment of the GEP Award Consideration and/or the Initial Resource Assessment Consideration, as defined in paragraph (c) below, is conditional upon the satisfaction of the following:

- (i) **Shareholder Approval:** the Shareholders approving Resolution 7; and
- (ii) **Regulatory Approval:** the Company obtaining the written confirmation from the ASX that the terms of the Performance Shares are appropriate and equitable for the purposes of Listing Rule 6.1.

(b) Performance Shares

ASX has provided a confirmation to the Company that confirms, subject to certain conditions, that the terms of the Performance Shares are appropriate and equitable pursuant to Listing Rule 6.1, and as such, the aforementioned Regulatory Approval Condition Precedent has been satisfied. Subject to the satisfaction of the Shareholder Approval Condition Precedent, the Company will issue one ordinary share to each MWGP Shareholder on account of the GEP Award Consideration (**Class A Performance Share**) and one, ordinary share to each MWGP Shareholder on account of the Initial Resource Assessment Performance Consideration (**Class B Performance Share**) on the date that is 3 business days after the satisfaction of the Shareholder Approval Condition Precedent (**Grant Date**).

Each Performance Share will be redeemable if the relevant milestone (detailed below) is satisfied within 3 years from the date of grant of the Performance Shares. The terms and conditions of the Class A Performance Shares and Class B Performance Shares are detailed in Schedule 2 (**Terms**).

(c) Consideration

The consideration comprises a mixture of scrip and cash consideration to be paid and issued by the Company to the MWGP Shareholders as consideration for the Transaction.

The scrip consideration comprises the following:

- (i) **Upfront Consideration:** 6,161,430 Shares, being the number of Shares equal to \$2 million at an issue price of \$0.3246 (being the 5-day VWAP ending 31 March 2021) which was issued on completion of the Transaction, being 20 May 2021 (**Completion**);
- (ii) **GEP Award Consideration:** subject to the grant of a GEP to the Company, either:
 - (A). subject to the satisfaction of the Shareholder Approval Condition Precedent, the issue of 1 Class A Performance Share to each MWGP Shareholder which will convert into Shares in accordance with the Terms; or

(B). if the Shareholder Approval Condition Precedent is not satisfied, \$1 million in cash, payable within 5 business days after the grant of the GEP to the Company;

(iii) **Initial Resource Assessment Consideration:** subject to the satisfaction of the Initial Resource Assessment Milestone, either:

- (A). subject to the satisfaction of the Shareholder Approval Condition Precedent, the issue of 1 Class B Performance Share to each MWGP Shareholder which will convert into Shares in accordance with the Terms; or
- (B). if the Shareholder Approval Condition Precedent is not satisfied, a cash payment equal to \$0.08 per megawatt hour of Indicated Resources plus Measured Resources, as certified by an independent competent person in accordance with the Code, assessed in accordance the Initial Resource Assessment, payable on the date that is 5 business days after satisfaction of the Initial Resource Assessment Milestone.

Subject to the grant of the GEP to the Company, the cash consideration comprises the following:

Tranche	Milestone	Consideration Amount
Appraisal Well Test Consideration	The earlier of (i) the date that is 3 business days after completion of the Well Flow Test and (ii) the expiry of the Well Flow Test Period.	A cash payment equal to the amount calculated in accordance with a formula in regards to the results of the Well Flow Test.
Final Resource Assessment Consideration	The earlier of (i) the date that is 3 business days after completion of the Final Resource Assessment or (ii) the expiry of 6 months after the Final Resource Assessment Period.	A cash payment equal to \$0.10 per megawatt hour of Indicated Resources plus \$0.12 per megawatt hour of Measured Resources as specified in the Final Resource Assessment.

(d) **Buy-Back Option and Surrender Option**

If the Company determines, in its sole discretion, to not proceed with the application for the GEP, the MWGP Shareholders will have the option to buy-back the MWGP Shares on an ‘as is, where is’ basis for consideration of \$1 (**Buy-Back Option**). The Buy-Back Option must be exercised by all of the MWGP Shareholders.

If the Buy-Back Option is exercised the Share Purchase Agreement will automatically terminate and there will be no refund or reimbursement of any amounts expended by the Company, including the Upfront Consideration.

If the Company has commenced drilling the appraisal well but Strike has determined, in its sole discretion, to not proceed with the Well Flow Test and surrender the GEP, the MWGP Shareholders will be entitled to buy-back all of the MWGP Shares on an ‘as is, where is’ basis for consideration of \$1 (**Surrender Option**).

If the Surrender Option is exercised the Share Purchase Agreement will automatically terminate and there will be no refund or reimbursement of any amounts expended by the Company, including the Upfront Consideration, the GEP Award Consideration and the Initial Resource Consideration (if applicable).

This resolution seeks Shareholder approval to ratify the prior issue of 6,161,430 Shares which constituted the Upfront Consideration as set out in section 7.2(c)(i) above (**Upfront Consideration Shares**).

The Upfront Consideration Shares were issued to MWGP Shareholders prior to the date of this Meeting

within the Company's 15% placement capacity under ASX Listing Rule 7.1.

Resolution 6 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 6.

7.3 ASX Listing Rule 7.4

Resolution 6 seeks Shareholder approval for the prior issue of the Upfront Consideration Shares under and for the purposes of Listing Rule 7.4.

Please refer to section 6.2 above which sets out further detail regarding the operation of Listing Rule 7.1 and Listing Rule 7.4.

The following information is required by Listing Rule 7.5 in relation to the prior issue of the Upfront Consideration Shares.

- (a) The Company issued the Upfront Consideration Shares to the MWGP Shareholders, who are not related parties of the Company, as set out below:

MWGP Shareholder	Upfront Consideration Shares
Clearer Sky Pty Ltd (ACN 098 142 842)	1,233,044
Magic Rock Pty Ltd (ACN 128 149 011) as trustee for the Marshall Family Trust	1,233,044
Mark William Ballesteros as trustee for the Ballesteros Family Trust	1,271,748
MDSR Pty Ltd (ACN 148 023 527) as trustee for the Marshall Family Superannuation Fund	583,462
Slipstream (WA) Pty Ltd (ACN 613 790 784) as trustee for the Ballesteros Superannuation Fund	1,069,681
PKA Investments Pty Ltd (ACN 086 373 828) as trustee for the Larks Family Trust	770,451
TOTAL	6,161,430

- (b) The total number of Upfront Consideration Shares that the Company issued was 6,161,430 Shares.
- (c) The Upfront Consideration Shares are fully paid ordinary shares in the Company and rank equally in all respects with the Shares already on issue as from their issue date.
- (d) The Upfront Consideration Shares were issued on Completion, being 20 May 2021 (as defined in section 7.2).
- (e) The Upfront Consideration Shares were issued to the MWGP Shareholders to facilitate the payment of part consideration for the Transaction (the material terms of which are outlined in Section 7.2(c)) and as such, no funds were raised from the issue of the Upfront Consideration Shares.
- (f) The purpose of the issue of the Upfront Consideration Shares was as part consideration for the Transaction.
- (g) The material agreed terms for the Transaction are set out in sections 7.1 and 7.2 above.
- (h) A voting exclusion statement is set out in the Notice of Meeting.

If Shareholders approve Resolution 6, the issue of the Upfront Consideration Shares will be excluded in calculating the Company's 15% placement capacity under Listing Rule 7.1, effectively increasing the number

of equity securities it can issue without shareholder approval over the 12 month period following the date of issue.

If Shareholders do not approve Resolution 6, the prior issue of the Upfront Consideration Shares will be counted towards the Company's 15% placement capacity under Listing Rule 7.1. and as a result, the Company's ability to issue further equity securities if required in the future will be limited.

7.4 Recommendation

The Directors recommend that Shareholders vote in favour of this Resolution.

8. Resolution 7 – Issue of Performance Shares to MWGP Shareholders

8.1 Background

Please refer to sections 7.1 and 7.2 above for background information concerning the Transaction.

Resolution 7 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 7.

8.2 Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1, limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The issue of the Performance Shares does not fall within any of these exceptions and, after factoring in the Shares the subject of Resolutions 5 and 6, exceeds the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

Resolution 7 seeks the required shareholder approval to issue the Performance Shares under and for the purposes of Listing Rule 7.1.

If Resolution 7 is passed, the Company will be able to proceed with the issue of the Performance Shares. In addition, the issue of the Performance Shares will be excluded from the calculation of the number equity securities that the Company can issue without shareholder approval under Listing Rule 7.1. The issue of any Shares upon conversion of the Performance Shares will not require approval pursuant to Listing Rule 7.1 pursuant to Exception 9 under Listing Rule 7.1. Accordingly, the issue of Shares issued upon conversion of the Performance Shares will be excluded from the calculation of the number equity securities that the Company can issue without shareholder approval under Listing Rule 7.1.

If Resolution 7 is not passed, the Company will not issue the Performance Shares to the MWGP Shareholders and will instead be obliged to pay the GEP Award Consideration and the Initial Resource Assessment Consideration in cash to the MWGP Shareholders.

8.3 Listing Rule 6.1 and Guidance Note 19

Listing Rule 6.1 requires that the terms that apply to each class of equity securities which an entity has on issue must, in ASX's opinion, be appropriate and equitable.

ASX has provided a confirmation to the Company that confirms, subject to certain conditions, that the terms of the Performance Shares are appropriate and equitable pursuant to Listing Rule 6.1 (**ASX Confirmation**).

8.4 Specific Information Required by Listing Rule 7.3

For the purposes of Shareholder approval of the issue of the Performance Shares and the requirements of Listing Rule 7.3 the following information is provided:

- (a) The Performance Shares will be issued to the MWGP Shareholders (or their nominees), who are

not related parties of the Company, being the following:

MWGP Shareholder	Class A Performance Shares	Class B Performance Shares
Clearer Sky Pty Ltd (ACN 098 142 842)	1	1
Magic Rock Pty Ltd (ACN 128 149 011) as trustee for the Marshall Family Trust	1	1
Mark William Ballesteros as trustee for the Ballesteros Family Trust	1	1
MDSR Pty Ltd (ACN 148 023 527) as trustee for the Marshall Family Superannuation Fund	1	1
Slipstream (WA) Pty Ltd (ACN 613 790 784) as trustee for the Ballesteros Superannuation Fund	1	1
PKA Investments Pty Ltd (ACN 086 373 828) as trustee for the Larks Family Trust	1	1

To the extent Performance Shares are issued to a nominee of a MWGP Shareholder, that nominee will be a related body corporate of the MWGP Shareholder.

- (b) The maximum number of Performance Shares the Company intends to issue under Resolution 7 is:
- (i) 6 Class A Performance Shares, that may convert into up to 6,666,667 Shares; and
 - (ii) 6 Class B Performance Shares, that may convert into up to 148,800,000 Shares.
- (c) The Performance Shares will be issued in accordance with the terms and conditions in Schedule 2.
- (d) The Company will issue the Performance Shares no later than 3 months after the date of the Meeting (or such longer period of time as ASX may in its discretion allow).
- (e) The Performance Shares will be issued to the MWGP Shareholders to facilitate the payment of part consideration for the Transaction (the material terms of which are outlined in Section 7.2 and as such, no funds will be raised from the issue of the Performance Shares).
- (f) A voting exclusion statement is included in the Notice for Resolution 7.

8.5 Additional Information provided in relation to ASX Guidance Note 19 and Listing Rule 6.1 and the ASX Confirmation

The following information is provided for the purposes of satisfying the requirements of ASX Guidance Note 19 and the ASX Confirmation in respect to the Listing Rule 6.1 confirmation received from ASX in relation to the Performance Shares:

- (b) the number and parties to be issued the Performance Shares is contained in Section 8.4(a);
- (c) the MWGP Shareholders described in Section 8.4(a) and their associates are not related parties of the Company;
- (d) the Performance Shares are being issued to the MWGP Shareholders in connection with the Transaction. Refer to Section 7.2 for further information;
- (e) MWGP is the holder of a Geothermal Special Prospecting Authority GSPA 2 AO issued pursuant to the *Petroleum and Geothermal Energy Act 1967 (WA)* in respect of 51 blocks in the Perth Basin, Western Australia;
- (f) the Transaction was negotiated between the Company and the MWGP Shareholders on arm's

length terms. The Company determined that a significant portion of the value of MWGP should be attributable to its future success given the GSPA and, upon grant, the GEP is at an exploration stage. Accordingly, the consideration for the Transaction was structured with:

- (i) approximately 12.5% in upfront consideration – being the issue of 6,161,430 Shares (valued at \$2 million); and
- (ii) approximately 87.5% in deferred consideration – being the GEP Award Consideration, Initial Resource Assessment Consideration, Appraisal Wall Test Consideration and Final Resource Assessment Consideration (valued at, \$14 million, assuming the fixed consideration for each tranche is paid).

The Company determined the number of Performance Shares to be issued to the MWGP Shareholders as being appropriate and equitable given the current and proposed capital structure of the Company, the level of risk involved in achieving the milestone for the Performance Shares and the requirements of ASX Guidance Note 19;

- (g) The Performance Shares will be issued in accordance with the terms and conditions in Schedule 2.
- (h) subject to the satisfaction of the:
 - (i) GEP Award Milestone, the Class A Performance Shares convert into such number of Shares determined by the following formula:

$$\text{GEP Award Consideration} = \frac{\$1 \text{ million}}{\text{Conversion Price}}$$

where the **Conversion Price** is equal to the higher of (i) the 20-day VWAP of Shares up to the date on which the GEP Award Milestone is satisfied and (ii) the Floor Price; and

- (ii) Initial Resource Assessment Milestone, the Class B Performance Shares convert into such number of Shares determined by the following formula:

$$\text{Initial Resource Assessment Consideration} = \frac{\text{Conversion Amount}}{\text{Conversion Price}}$$

where the **Conversion Amount** is equal to the lower of:

- 1) the consideration amount determined in accordance with certain specified bands of megawatt hours of Indicated Resources plus Measured Resources, as certified by an independent competent person in accordance with the Code, assessed in accordance the Initial Resource Assessment. The mid range of each band of Indicated plus Measured Resources will be multiplied by a price of \$0.08 to calculate the Conversion Amount; and
- 2) 22,320,000,

and the **Conversion Price** is equal to the higher of (i) the 20-day VWAP of Shares up to the date on which the Initial Resource Assessment Milestone is satisfied and (ii) the Floor Price.

For the purposes of sub-paragraphs (i) and (ii) above, the **Floor Price** means the lower of (i) \$0.30; and (ii) the 30-day VWAP of Shares immediately following the release of a West Erregulla Reserves Report by NSAI ('**Reserves Report**') (provided that if the Reserves Report is not issued at least 30 Trading Days prior to satisfaction of the GEP Award Milestone, then the Floor Price will be \$0.15).

- (i) the Performance Shares are being issued in accordance with the Share Purchase Agreement,

the material terms of which are summarised in Section 7.2;

- (j) the effect on the Company's capital structure if the milestones for the Performance Shares are satisfied and all Performance Shares are subdivided into Shares is as follows:

	Ordinary Shares ³	Performance Shares	Options	Performance Rights
Existing Securities	2,023,343,766	-	71,500,000	17,914,474
Grant Date <i>Issue of the Performance Shares</i>	2,023,343,766	12	71,500,000	17,914,474
Satisfaction of GEP Award Milestone¹ <i>Class A Performance Shares subdivided into Shares</i>	2,026,677,099	6	71,500,000	17,914,474
Satisfaction of the Initial Resource Assessment Milestone² <i>Class B Performance Shares subdivided into Shares</i>	2,101,077,099	-	71,500,000	17,914,474

Notes:

¹ Assuming the conversion price is \$0.30.

² Assuming the conversion amount is \$22,320,000 and the conversion price is \$0.30.

³ Assumes that no further securities are issued between the date of this Notice and the date the Initial Resource Assessment Milestone is satisfied, including the securities the subject matter of Resolutions 3 and 4.

8.6 Recommendation

The Directors recommend that Shareholders vote in favour of this Resolution.

9. DEFINITIONS

In this Explanatory Statement:

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as appropriate.

Board means the Board of Directors of the Company.

Buy-Back Option has the meaning given in Section 7.2(d).

Class A Performance Share has the meaning given in section 7.2(b).

Class B Performance Shares has the meaning given in section 7.2(b).

Code means *The Geothermal Reporting Code Second Edition (2010)* prepared by The Australian Geothermal Reporting Code Committee as supplemented by the *Geothermal Lexicon for Resources and Reserves Definition and Reporting (Edition 2)*.

Company or Strike means Strike Energy Limited (ACN 078 012 745).

Completion has the meaning given in Section 7.2(c).

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

Director means a director of the Company.

Explanatory Statement means the Explanatory Statement accompanying the Notice of Meeting.

Final Resource Assessment means an assessment based on the Well Flow Test data of the total megawatt hours of Indicated Resources and Measured Resources within the GSPA Area the subject of the GEP Award.

Final Resource Assessment Period means the expiry of 6 months after the Well Flow Test Period.

GEP Award Consideration has the meaning given in section 7.2(c).

GEP Award Milestone means the grant of a GEP to which the Company may become entitled under the PGERA in respect of the GSPA Area.

GEP has the meaning given in Section 8.1.

Grant Date has the meaning given in section 7.2(b).

GSPA Area has the meaning given in Section 8.1.

GSPA has the meaning given in Section 8.1.

Heat Flow Survey has the meaning given in Section 8.1.

Indicated Resources means the category of geothermal resources denoted as 'Indicated' in accordance with the Code.

Initial Resource Assessment means an assessment of the total megawatt hours of Indicated Resources and Measured Resources within the GSPA Area the subject of the GEP Award.

Initial Resource Assessment Consideration has the meaning given in section 7.2(c).

Initial Resource Assessment Milestone means:

- (a) the grant of the GEP to the Company;
- (b) each of the Surrender Option and the Buy-Back Option being unexercised; and
- (c) the earlier of, either:
 - (i) the date that is the date of issue of the Initial Resource Assessment; or
 - (ii) the expiry of 60 days after the satisfaction of the GEP Award Milestone.

Key Management Personnel means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company.

Listing Rules means the Listing Rules of ASX.

Measured Resources means the category of geothermal resources denoted as 'Measured' in accordance with the Code.

Meeting means the meeting of the Shareholders convened for the purposes of considering the Resolutions.

MWGP means Mid West Geothermal Power Pty Ltd.

MWGP Shareholders has the meaning given in Section 8.1.

Notice of Meeting means the notice convening the Meeting accompanying this Explanatory Statement.

Performance Shares means the Class A Performance Shares and Class B Performance Shares.

PGERA has the meaning given in Section 8.1.

Placement has the meaning given in Section 6.1(a).

Placement Participant has the meaning given in Section 6.3(a).

Placement Shares has the meaning given in Section 6.1(a).

Resolution means a resolution to be considered at the Meeting as set out in the notice of Meeting.

Section means a section of this Explanatory Statement.

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

Share Purchase Agreement has the meaning given in Section 8.1.

Shareholder means a holder of Shares.

SPP has the meaning given in Section 6.1(b).

Surrender Option has the meaning given in Section 7.2(d).

Terms has the meaning given in section 7.2(b).

Transaction has the meaning given in Section 8.1.

Upfront Consideration Shares has the meaning given in section 7.2(d).

Well Flow Test means an appraisal well flow test by a competent person.

Well Flow Test Period means the later of:

- (a) 3 years after the date of Completion; or
- (b) if the appraisal well is drilled (in whole or part) during the period in (a) but a Well Flow Test is not completed, 4 years after the date of Completion.

SCHEDULE 1

SUMMARY OF EMPLOYEE SHARE INCENTIVE PLAN

Participants	<p>Pursuant to the ESIP, the Board may offer Incentive Securities to each Eligible Person, being defined as a director or an employee (whether full-time, part-time or casual) of the Company or of an associated body corporate of the Company or any person who the Board determines is to be treated as an eligible person from time to time having regard to regulatory constraints under the Corporations Act, ASIC policy or any other law applicable to the Company.</p> <p>In determining whether an Eligible Person is entitled to participate in the ESIP and be offered Incentive Securities, the Board must consider (among other criteria), the seniority and position of the Eligible Person within the Company, the Eligible Person's length of service, the potential contribution of the Eligible Person to the growth of the Company, and any other matters which the Board considers relevant.</p>
Offers	<p>Each offer of Incentive Securities will state (among other things):</p> <ul style="list-style-type: none">• the name and address of the Eligible Person to whom the offer is made;• that the Eligible Person to whom the offer is addressed may accept the whole or any lesser number of Incentive Securities offered;• the minimum number of Incentive Securities and any multiple of such minimum or any other number which may be accepted;• the exercise conditions (if any) applicable to the Incentive Securities;• the period or periods during which the Incentive Securities or any of them may be exercised, and their expiry date (which must not be, in the case of Options, more than 5 years after the issue date and, in the case of Performance Rights, not more than 90 days after the vesting date of Performance Rights or such other date as determined by the Board at the time of offer); and• any other matters which the Board may determine from time to time having regard to regulatory constraints under the Corporations Act, ASIC policy or any other law applicable to the Company. <p>No consideration is payable by an Eligible Person for the grant of Incentive Securities, unless the Board decides otherwise. Subject to approval by the Board in its absolute discretion, an Eligible Person may nominate another person or entity to be the holder of Incentive Securities. An Eligible Person must ensure that their permitted nominee (if any) complies with the ESIP.</p>
Shares upon exercise	<p>Each issued Incentive Security entitles the holder upon exercise to one Share (subject to the satisfaction or waiver of any exercise conditions), which will rank equally with all other Shares. The maximum number of Incentive Securities that may be issued under the ESIP will be determined by the Board from time to time in its discretion having regard to regulatory constraints under the Corporations Act, ASIC policy or any other law applicable to the Company.</p>

Exercise price	<p>The exercise price of an Option shall be such a price as is determined by the Board when it resolves to offer the Option, provided that the exercise price shall not be less than the weighted average sale price on ASX of Shares during the five consecutive Trading Days prior to the date of the Board resolution.</p> <p>Alternatively, the holder of Options may elect not to be required to provide payment of the exercise price for the number of Options but that on exercise of those Options the Company will transfer or allot to the holder that number of Shares equal in value to the positive difference between the then market value of the Shares at the time of exercise (calculated by reference to the 5 day volume weighted price of Shares on the ASX prior to the exercise date) and the Exercise Price that would otherwise be payable to exercise those Options (with the number of Shares rounded down to the nearest whole Share).</p> <p>Performance Rights have no exercise price.</p>
Not transferable	<p>Incentive Securities held by or for the benefit of an Eligible Person are not transferable, except in the case of death of the Eligible Person.</p>
Quotation	<p>Quotation of the Incentive Securities on the ASX will not be sought. However, the Company will apply to the ASX for official quotation of the Shares issued on the exercise of Incentive Securities.</p>
Exercise conditions	<p>An Incentive Security may only be exercised after any exercise conditions imposed by the Board on exercise are satisfied. The Board can reduce, waive or vary (provided such variation is not adverse to the holder) any exercise conditions at any time.</p> <p>An Incentive Security will become immediately exercisable, however:</p> <ul style="list-style-type: none"> • during a takeover Bid Period (as defined in the Corporations Act); or • within 30 days after a “Change of Control Event” has occurred (defined to be "a shareholder, or a group of associated shareholders, becoming entitled to sufficient shares in the Company to give it or them the ability, in general meeting, to replace all or a majority of the Board or the Board determines that this has occurred"); or • on an application under section 411 of the Corporations Act, within 30 days after a court orders a meeting to be held concerning a proposed compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company. <p>If an Incentive Security is not exercised within the period specified above, then the Incentive Security will lapse immediately.</p>
Lapsing	<p>An Incentive Security not validly exercised on or before its expiry date will automatically lapse.</p> <p>Unless otherwise determined by the Board, an Incentive Security in respect of which any exercise conditions have yet to be satisfied will also lapse in the following circumstances:</p> <ul style="list-style-type: none"> • where the relevant Eligible Person ceases to be an Eligible Person (other than due to retirement, total and permanent disablement, redundancy or death), the Incentive Security will automatically lapse; or • where the relevant Eligible Person ceases to be an Eligible Person due to retirement, total and permanent disablement, redundancy or death, the Incentive Security will be exercisable within 3 months or such longer period as the Board determines, subject to the Board in its absolute discretion reducing, waiving or varying (provided such variation is not adverse to the holder) the exercise conditions so that the Incentive Securities may be exercised, after which any unexercised Incentive Securities will automatically lapse. <p>Unless otherwise determined by the Board, an Incentive Security in respect of which all of the exercise conditions have been satisfied will lapse in the following circumstances:</p> <ul style="list-style-type: none"> • where the holder ceases to be an Eligible Person (other than due to retirement, total and permanent disablement, redundancy or death), the Incentive Security may be exercised within 3 months after that date (or such longer period as the Board determines) and will then automatically lapse; or • where the holder ceases to be an Eligible Person due to retirement, total and permanent disablement, redundancy or death, the Incentive Security may be exercised at any time prior to its expiry date.
Corporate actions	<ul style="list-style-type: none"> • (New issues) Incentive Security holders are not entitled to participate in any new issue of securities to existing holders of Shares. However, the Company must give Incentive Security holders prior notice of new issues before the applicable record date, in accordance with the Listing Rules. • (Bonus issues) If there is a bonus issue to the holders of Shares and an Incentive Security is not exercised before the record date for the bonus issue, the number of Shares over which an Incentive Security is exercisable will be increased by the number of Shares the Incentive Security holder would have received if the Incentive Security had been exercised before the record date for the bonus issue. • (Pro rata issues and reorganisations) If there is a pro rata issue to the holders of Shares or a reorganisation of the capital of the Company, the exercise price of an Option or (if applicable) the rights of an Incentive Security holder will be changed to the extent necessary to comply with the Listing Rules.

Amendments	The Board may, subject to the Listing Rules, alter, delete or add to the rules of the ESIP at any time. However, if any amendment would adversely affect the rights of ESIP participants, the Board must obtain the consent of participants who between them hold not less than 75% of the total number of Incentive Securities issued and held under the ESIP.
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SCHEDULE 2

TERMS AND CONDITIONS OF THE PERFORMANCE SHARES

TERMS AND CONDITIONS OF THE PERFORMANCE SHARES

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 The following terms have the following meanings:

- 1.1.1 **ASX** means ASX Limited ACN 008 624 691 or if the context requires, the market it operates.
- 1.1.2 **ASX Listing Rules** means the listing rules of the ASX, as may be amended, varied or waived from time to time.
- 1.1.3 **ASX Operating Rules** means the operating rules of ASX, as may be amended, varied or waived from time to time.
- 1.1.4 **Buy Back Option** has the meaning given in the Sale Agreement.
- 1.1.5 **Class A Performance Share** means an ordinary share issued on these Terms of Issue.
- 1.1.6 **Class B Performance Share** means an ordinary share issued on these Terms of Issue.
- 1.1.7 **Control Event** means any of the following events:
- 1.1.7.1 the Company releases a public announcement that the Shareholders have at a court convened meeting voted in favour, by the necessary majorities, of a Scheme and the court, by order, approves the Scheme;
- 1.1.7.2 a Takeover Bid:
- (a) is announced by a person (other than a Holder, the Company and their respective Related Entities);
 - (b) has been declared or has otherwise become unconditional; and
 - (c) the person making the Takeover Bid has a Relevant Interest in more than 50% of the Shares.
- 1.1.8 **Code** means The Geothermal Reporting Code Second Edition (2010) prepared by The Australian Geothermal Reporting Code Committee as supplemented by the Geothermal Lexicon for Resources and Reserves Definition and Reporting (Edition 2).
- 1.1.9 **Company** means Strike Energy Limited ACN 078 012 745.
- 1.1.10 **Competent Person** means a person, with a minimum of 5 years' experience relevant to the type of geothermal play under consideration selected by the Company following prior consultation between the Company and the Holders and with the Company taking into account in its selection the reasonable recommendation of the Holders, who must be a person capable of performing the role of an independent Competent Person in respect of the Initial Resource Assessment in accordance with the Code and Initial Resource Assessment Parameters.
- 1.1.11 **Consideration Amount** means:

- 1.1.11.1 if the Conversion arises in respect of the satisfaction of the GEP Award Milestone, \$1,000,000; and
- 1.1.11.2 if the Conversion arises in respect of the satisfaction of the Initial Resource Assessment Milestone the amount equal to the lower of:
 - (a) the amount set out in the column labelled 'Consideration Amount' in the table in Annexure 2 depending on the number of megawatt hours of Indicated Resources plus Measured Resources as specified in the Initial Resource Assessment; and
 - (b) \$22,320,000 (being \$0.08 per megawatt hour multiplied by 279,000,000 megawatt hours).
- 1.1.12 **Constitution** means the constitution of the Company.
- 1.1.13 **Conversion** means the subdivision and corresponding variation of rights of the Converting Performance Shares in accordance with clause 4.6 and Convert has a corresponding meaning.
- 1.1.14 **Conversion Date** means the day that is:
 - 1.1.14.1 if the Conversion arises in respect of the occurrence of a Milestone Event any day nominated by the Company within the 20 business day period after, as applicable:
 - (a) the date of the Conversion Notice; or
 - (b) in respect of the Conversion of the Class B Performance Share, if the Initial Resource Assessment is the subject of a dispute, the date on which the dispute has been resolved in accordance with the Sale Agreement; and
 - 1.1.14.2 if the Conversion arises in respect of the occurrence of a Control Event, 5 business days after the date of the Conversion Notice,provided that if the period in paragraph 1.1.14.1 or the day in paragraph 1.1.14.2 falls within a Prohibited Period, the Conversion Date will be the business day immediately after the end of the Prohibited Period.
- 1.1.15 **Conversion Notice** has the meaning given in clause 4.1.
- 1.1.16 **Conversion Price** means the higher of:
 - 1.1.16.1 the VWAP of Shares over the 20 Trading Day period immediately prior to the date on which the relevant Milestone Event or Control Event (as applicable) occurs; and
 - 1.1.16.2 the Floor Price.
- 1.1.17 **Converting Performance Shares** has the meaning given in clause 4.2.2.
- 1.1.18 **Corporations Act** means the Corporations Act 2001 (Cth).
- 1.1.19 **Floor Price** means the lower of:
 - 1.1.19.1 \$0.30; and

1.1.19.2 the VWAP of Shares over the 30 Trading Day period immediately following the release of a West Erregulla Reserves Report by NSAI that has been jointly released by the Company and Warrego Energy Limited (**Reserves Report**),

provided that if the Reserves Report is not issued at least 30 Trading Days prior to satisfaction of the GEP Award Milestone, the Floor Price will be \$0.15.

- 1.1.20 **Geothermal Exploration Permit** has the meaning given in the PGERA.
- 1.1.21 **GEP Award Milestone** means the grant of a Geothermal Exploration Permit to which MWGP may become entitled under the PGERA in respect of the GSPA Area.
- 1.1.22 **GSPA Area** means the area comprising the 51 blocks prescribed in the Geothermal Special Prospecting Authority GSPA 2 AO issued to MWGP pursuant to the PGERA.
- 1.1.23 **Holder** means a holder of one or more Performance Shares.
- 1.1.24 **Indicated Resources** means the category of geothermal resources denoted as 'Indicated' in accordance with the Code.
- 1.1.25 **Initial Resource Assessment** means an assessment of the total megawatt hours of Indicated Resources and Measured Resources within the GSPA Area the subject of the GEP Award by a Competent Person in accordance with the Code (as supplemented by the Initial Resource Assessment Parameters).
- 1.1.26 **Initial Resource Assessment Milestone** means:
- 1.1.26.1 the satisfaction of the GEP Award Milestone;
 - 1.1.26.2 each of the Surrender Option and the Buy-Back Option being unexercised;
and
 - 1.1.26.3 the date that is 3 business days after completion of the Initial Resource Assessment.
- 1.1.27 **Initial Resource Assessment Parameters** means the parameters set out in Schedule 5 of the **Sale Agreement**.
- 1.1.28 **Measured Resources** means the category of geothermal resources denoted as 'Measured' in accordance with the Code.
- 1.1.29 **Milestone Event** means the satisfaction of the GEP Award Milestone or Initial Resource Assessment Milestone (as the context requires).
- 1.1.30 **MWGP** means Mid West Geothermal Power Pty Ltd ACN 631 420 392.
- 1.1.31 **MWGP Share** means a fully paid ordinary share issued in the capital of MWGP.
- 1.1.32 **Performance Share** means a Class A Performance Share or a Class B Performance Share issued by the Company to the Holders on terms consistent with these Terms of Issue.
- 1.1.33 **PGERA** means the Petroleum and Geothermal Energy Act 1967 (WA).
- 1.1.34 **Prohibited Period** has the meaning given in paragraph 6.1 of the Company's securities trading policy (current as at 4 September 2020).

- 1.1.35 **Redemption** means, in respect of a Share, at the Company's election, a redemption, buy-back, cancellation pursuant to a reduction of capital or procurement of a transfer to a third party or a combination of these.
- 1.1.36 **Related Entity** has the meaning given in section 9 of the Corporations Act.
- 1.1.37 **Relevant Interest** has the meaning given in sections 608 and 609 of the Corporations Act.
- 1.1.38 **Relevant Proportion** means, in respect of a Holder, the percentage (expressed as a decimal) which the number of MWGP Shares held by the Holder bears to the total number of MWGP Shares immediately prior to completion of the sale and purchase of the MWGP Shares in accordance with the terms and conditions of the Sale Agreement.
- 1.1.39 **Sale Agreement** means the sale agreement between the Company and each Holder dated 13 May 2021 in respect of the sale and purchase of the total issued capital in MWGP.
- 1.1.40 **Scheme** means a scheme of arrangement under Part 5.1 of the Corporations Act between the Company and its Shareholders under which a person (other than a Holder, the Company and their respective Related Entities) will acquire a Relevant Interest in 50.1% or more of the Shares, but excludes a merger by way of scheme of arrangement for the purposes of a corporate or capital restructure of the Company and/or its Related Bodies Corporate (such as a change of domicile, consolidation, sub-division, reduction or return).
- 1.1.41 **Share** means a fully paid ordinary share issued in the capital of the Company.
- 1.1.42 **Shareholder** means a holder of one or more Shares.
- 1.1.43 **Surrender Option** has the meaning given in the Sale Agreement.
- 1.1.44 **Takeover Bid** has the meaning given in section 9 of the Corporations Act.
- 1.1.45 **Terms of Issue** means these terms of issue of the Performance Shares.
- 1.1.46 **Varied Share** has the meaning given in clause 4.6.3.1.
- 1.1.47 **VWAP** means the daily volume weighted average sale price per Share of Shares sold on ASX in the ordinary course of trading on ASX (including the closing single price auction), but excluding any transaction defined in the ASX Operating Rules as special crossings prior to the commencement of the open session state, crossings during overnight trading (ie following the closing single price auction), any overseas trades or trades pursuant to the exercise of options over Shares and any other sales which the Company considers may not be fairly reflective of natural supply and demand.

Interpretation

- 1.2 In the interpretation of these Terms of Issue, the following provisions apply unless the context otherwise requires:
- 1.2.1 a reference to 'dollars' or '\$' means Australian dollars and all amounts payable under these Terms of Issue are payable in Australian dollars;
- 1.2.2 a reference to time is a reference to the time in Perth, Western Australia;
- 1.2.3 a reference to a day is to 24 hours and a reference to a year is to 365 days;

- 1.2.4 an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- 1.2.5 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;
- 1.2.6 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;
- 1.2.7 a reference to the word 'include' or 'including' is to be interpreted without limitation;
- 1.2.8 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 these Terms of Issue;
- 1.2.9 a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- 1.2.10 the schedules, annexures and attachments form part of these Terms of Issue;
- 1.2.11 headings are inserted for convenience only and do not affect the interpretation of these Terms of Issue; and
- 1.2.12 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 these Terms of Issue.

Business day; References to and calculations of time

- 1.3 In these Terms of Issue, unless the context otherwise requires:
 - 1.3.1 a reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Perth, Western Australia;
 - 1.3.2 a reference to a time of day means that time of day in Perth, Western Australia;
 - 1.3.3 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
 - 1.3.4 a term of these Terms of Issue 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. ISSUE OF PERFORMANCE SHARES

Terms of issue

- 2.1 These Terms of Issue set out the rights and restrictions of the Performance Shares.

Separate class

- 2.2 Each of the Class A Performance Shares and the Class B Performance Shares will be issued as a separate class of shares in the capital of the Company.

Sale Agreement

- 2.3 Each of the Class A Performance Shares and the Class B Performance Shares will be issued to the Holders as part of the consideration for the acquisition of all of the MWGP Shares in accordance with the terms and conditions of the Sale Agreement.

Constitution

- 2.4 The provisions of the Constitution apply to the Performance Shares, subject to clause 8.1.

3. RIGHTS AND RESTRICTIONS OF PERFORMANCE SHARES

Information rights

- 3.1 Each Performance Share confers on the Holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders.

General meetings

- 3.2 A Holder of Performance Shares has the right to attend general meetings of the Company.

No voting rights

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

Dividends and other distributions

- 3.4 A Performance Share does not confer a right to receive a dividend or return of capital, upon a reduction of capital or otherwise other than as set out in clause 3.5.
- 3.5 Each Performance Share will rank pari passu with the Shares on issue at that time in relation to a return of capital on a winding up but only up to an aggregate amount of \$0.00001 per Performance Share.

Rights to participate in surplus profits or assets on winding up

- 3.6 Other than the priority or preference outlined in clause 3.5, a Performance Share has no right to participate in surplus assets and profits on a winding up.

No participation in entitlements and bonus issues

- 3.7 Holders will not be entitled to participate in new issues of capital offered to Shareholders, including any bonus issues and entitlement issues, subject to any rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these Terms of Issue.

Quotation

- 3.8 The Performance Shares will not be quoted on ASX.

Non-transferable

- 3.9 The Performance Shares are not transferable, except in accordance with clause 6 or by operation of law.

No other rights

- 3.10 A Performance Share does not give a Holder any rights other than those expressly provided by these Terms of Issue and those provided at law or under the ASX Listing Rules where such rights cannot be excluded by these Terms of Issue.

4. CONVERSION

Conversion Notice

- 4.1 The Company must:
- 4.1.1 immediately make an announcement to the ASX providing notice that a Milestone Event has occurred; and
 - 4.1.2 provide written notice to each Holder on the occurrence of a Milestone Event or Control Event as soon as practicable and, in any case, within 5 business days of the occurrence of the relevant event (**Conversion Notice**).
- 4.2 The Conversion Notice must specify:
- 4.2.1 whether a Milestone Event or Control Event has occurred;
 - 4.2.2 the number and class of Performance Shares that will be Converted (**Converting Performance Shares**) in accordance with clause 4.6; and
 - 4.2.3 the Conversion Date for completion of the Conversion of the Converting Performance Shares.
- 4.3 A Conversion Notice once given is irrevocable.
- 4.4 If a Conversion Notice has been given in respect of a class of Performance Shares following the occurrence of the Milestone Event or a Control Event (as applicable), a further Conversion Notice cannot be given in respect of that same class of Performance Shares following the occurrence of the other to occur of the Milestone Event and/or a Control Event.

Conversion Price

- 4.5 The issue price of Shares issued on conversion of the Converting Performance Shares will be equal to the Conversion Price.

Conversion procedure

- 4.6 At 5.00 pm (Perth, Western Australia time) on the Conversion Date:
- 4.6.1 subject to clause 4.6.2, each Holder's Converting Performance Shares will be subdivided in accordance with the following formula:

$$\text{Number of subdivided Converting Performance Shares} = \frac{\text{Consideration Amount} \times \text{Relevant Proportion}}{\text{Conversion Price}}$$

- 4.6.2 where the subdivision in accordance with clause 4.6.1 results in the number of subdivided Converting Performance Shares including fraction, that fraction will be disregarded;
- 4.6.3 following the subdivision in accordance with clause 4.6.1:
 - 4.6.3.1 the rights and restrictions of each subdivided Converting Performance Share (each a **Varied Share**) will be varied such that it will have the same rights

and restrictions as those conferred on, and imposed by, the terms of issue of a Share and no other rights or restrictions;

4.6.3.2 all other rights conferred on, or restrictions imposed by, the Converting Performance Shares under these Terms of Issue will no longer have any effect; and

4.6.3.3 each Varied Share will rank pari passu in all respects with the Shares on issue at that time.

4.7 The Conversion of Converting Performance Shares in accordance with clause 4.6 will not, and is not intended to, constitute a Redemption or an issue, allotment or creation of a new Share.

4.8 The Company must immediately make an announcement to the ASX in respect of the Conversion of the Converting Performance Shares in accordance with clause 4.6.

Quotation and Cleansing Notice

4.9 If the Company is listed on the ASX at the time of a Conversion, the Company must within 3 business days after the Conversion of the Converting Performance Shares, apply for and use its best endeavours to obtain the official quotation on ASX of the Varied Shares arising from the Conversion.

4.10 To the extent the Varied Shares arising from a Conversion are subject to any on-sale restriction under section 707 of the Corporations Act, the Company must:

4.10.1 within 5 business days of the Conversion Date, issue a notice to ASX pursuant to section 708A(5)(e) of the Corporations Act which complies with section 708A(6) of the Corporations Act; or

4.10.2 within 30 days of the Conversion Date, lodge with ASX a prospectus that complies with section 708(11) of the Corporations Act.

Holding statement

4.11 The Company will procure that the Holder is issued with a new holding statement in respect of the Varied Shares it holds following the Conversion of its Converting Performance Shares.

No other right to Convert

4.12 A Holder has no right to seek or initiate Conversion unless a Milestone Event or Control Event has occurred.

5. STATUTORY CONTRAVENTIONS

5.1 Notwithstanding any other provision in these Terms of Issue, if the Conversion of Performance Shares (in part or whole) would result in any person being in contravention of:

5.1.1 section 606(1) of the Corporations Act; or

5.1.2 the Foreign Acquisitions and Takeovers Act 1975 (Cth),

(each a **Statutory Contravention**) the Conversion of each Performance Share that would cause the Statutory Contravention (**Affected Performance Shares**) will, subject to clause 5.2, be deferred until such time or times at which the Conversion would not, in the reasonable opinion of the Company, result in the Statutory Contravention.

- 5.2 Where clause 5.1.1 applies, if requested to do so by the relevant Holder, the Company must seek to obtain the approval of its Shareholders under section 611, item 7 of the Corporations Act for the Conversion of the Affected Performance Shares at the Company's next annual general meeting.
- 5.3 A Holder must notify the Company in writing if it becomes aware of a potential or actual Statutory Contravention, failing which the Company is entitled to assume that any Conversion of the Holder's Performance Shares will not result in any Statutory Contravention (unless it is on notice to the contrary through a substantial holder notice which has been lodged in relation to the Company).
- 5.4 The Company may (but is not obliged to) by written notice request that a Holder confirm to the Company in writing within 5 business days if they consider that the Conversion of its Performance Shares may result in a Statutory Contravention and, if the Holder does not confirm that no Statutory Contravention will occur on or as a consequence of the Conversion, the Company is entitled to assume that any Conversion of the Holder's Performance Shares will not result in any Statutory Contravention (unless it is on notice to the contrary through a substantial holder notice which has been lodged in relation to the Company).

6. REDEMPTION

- 6.1 If a Milestone Event or Control Event has not occurred in respect of a class of Performance Shares on or before the earlier of:
- 6.1.1 completion of the exercise of the Buy Back Option or the Surrender Option in accordance with the Sale Agreement; and
 - 6.1.2 3 years from the date of grant of the Performance Shares,
- then:**
- 6.1.3 each Performance Share will be varied such that it has the same rights and restrictions as those conferred on, and imposed by, the terms of issue of a Share;
 - 6.1.4 all other rights conferred on, or restrictions imposed by, a Performance Share under these Terms of Issue will no longer have any effect;
 - 6.1.5 the Performance Share will rank pari passu in all respects with the Shares on issue at that time; and
 - 6.1.6 following the variation in clause 6.1:
 - 6.1.6.1 the Company will Redeem the Performance Share from the Holder for \$0.00001 per Performance Share; and
 - 6.1.6.2 the Holder must do all things and sign all documents to effect the Redemption under clause 6.1; and
 - 6.1.7 the Company will immediately make an announcement to the ASX in respect of the Redemption of the Performance Shares in accordance with clause 6.1.
- 6.2 Each Holder agrees to, and acknowledges the effect and operation of, any Redemption under clause 6.1.

7. MAXIMUM CONVERSION

- 7.1 Notwithstanding anything in these Terms of Issue, if the total number of Shares that the Performance Shares will Convert into on the occurrence of a Milestone Event or Control

Event will exceed 10% of the Company's issued ordinary share capital as at the date of the Conversion Notice:

7.1.1 the Company and each Holder must enter into good faith negotiations and use all reasonable endeavours to agree such amendments to these Terms of Issue as are necessary to ensure the total number of Shares into which the Performance Shares will Convert will not exceed 10% of the Company's issued ordinary capital; and

7.1.2 the Conversion of those Performance Shares will be deferred until such time that the parties have agreed and effected the amendments described in clause 7.1.1.

8. GENERAL

Inconsistency with Constitution

8.1 Unless the context otherwise requires, if there is any inconsistency between these Terms of Issue and the Constitution, then, to the maximum extent permitted by law, the provisions of these Terms of Issue will prevail.

Exercise of powers

8.2 Unless otherwise specified, the directors of the Company may exercise all powers of the Company under these Terms of Issue that are not required under the Constitution, the Corporations Act or the ASX Listing Rules to be exercised by the Company in general meeting.

8.3 Calculations, elections and determinations made by the Company under these Terms of Issue are binding on Holders in the absence of manifest error.

Compliance with Corporations Act and ASX Listing Rules

8.4 Despite anything else contained in these Terms of Issue if the Corporations Act or ASX Listing Rules prohibits an act or thing from being done, that act or thing must not be done.

8.5 Nothing contained in these Terms of Issue prevents an act being done that the Corporations Act or ASX Listing Rules require to be done.

Amendments to these Terms of Issue

8.6 Subject to obtaining the prior approval of ASX and the Company's shareholders, these terms of Issue as they apply to one or both classes of Performance Shares may be amended by:

8.6.1 the Company, without the authority, assent or approval of Holders but subject to not less than 14 days' prior notice being given to each Holder of any proposed amendment:

8.6.1.1 if the Company is of the opinion that the amendment is:

- (a) of a formal, minor or technical nature;
- (b) made to cure any ambiguity;
- (c) made to correct any manifest error;
- (d) necessary to comply with the provisions of any statute, the requirements of any statutory authority or the ASX, the ASX Listing Rules or the listing or quotation requirements of any stock exchange to which the Company is admitted; or

(e) contemplated under clause 3.8; or

8.6.1.2 generally, in any case where such amendment is considered by the Company not to be materially prejudicial to the interests of Holders as a whole; or

8.6.2 without limiting clause 7.6.1, the Company may amend these Terms of Issue if the amendment has been approved in accordance with rule 12.6 of the Constitution.

Power of attorney

- 8.7 Each Holder irrevocably appoints each of the Company, its officers and any liquidator or administrator of the Company (each an Attorney) severally to be the attorney of the Holder with power in the name and on behalf of the Holder to, in the event the Holder has breached an obligation under these Terms of Issue and failed to remedy the breach within 5 business days, sign all documents and do any other thing as may in the Attorney's opinion be necessary or desirable to be done in order for the Holder to observe or perform the Holder's obligations under these share terms in connection with a Conversion, Redemption or clause 8.6.
- 8.8 Each Holder agrees and acknowledges the power of attorney given in clause 8.7 is given for valuable consideration and to secure the performance by the Holder of its obligations under these Terms of Issue and is irrevocable.

Notices

- 8.9 Unless otherwise specified, notices may be given by the Company to Holders in the manner prescribed by the Sale Agreement.

Governing law

- 8.10 These Terms of Issue are governed by the laws of Western Australia. Each Holder submits to the non-exclusive jurisdiction of the courts of that State.

ANNEXURE 2

SCHEDULE 9 – INITIAL RESOURCE ASSESSMENT CONSIDERATION AMOUNT

Band	Range of Indicated plus Measured Resources			Price	Consideration Amount (ie Mid Range x Price)
	Low	Mid	High		
1	0	2,500,000	4,999,999	\$0.08	\$200,000
2	5,000,000	7,500,000	9,999,999	\$0.08	\$600,000
3	10,000,000	12,500,000	14,999,999	\$0.08	\$1,000,000
4	15,000,000	17,500,000	19,999,999	\$0.08	\$1,400,000
5	20,000,000	22,500,000	24,999,999	\$0.08	\$1,800,000
6	25,000,000	27,500,000	29,999,999	\$0.08	\$2,200,000
7	30,000,000	32,500,000	34,999,999	\$0.08	\$2,600,000
8	35,000,000	37,500,000	39,999,999	\$0.08	\$3,000,000
9	40,000,000	42,500,000	44,999,999	\$0.08	\$3,400,000
10	45,000,000	47,500,000	49,999,999	\$0.08	\$3,800,000
11	50,000,000	52,500,000	54,999,999	\$0.08	\$4,200,000
12	55,000,000	57,500,000	59,999,999	\$0.08	\$4,600,000
13	60,000,000	62,500,000	64,999,999	\$0.08	\$5,000,000
14	65,000,000	67,500,000	69,999,999	\$0.08	\$5,400,000
15	70,000,000	72,500,000	74,999,999	\$0.08	\$5,800,000
16	75,000,000	77,500,000	79,999,999	\$0.08	\$6,200,000
17	80,000,000	82,500,000	84,999,999	\$0.08	\$6,600,000
18	85,000,000	87,500,000	89,999,999	\$0.08	\$7,000,000
19	90,000,000	92,500,000	94,999,999	\$0.08	\$7,400,000
20	95,000,000	97,500,000	99,999,999	\$0.08	\$7,800,000
21	100,000,000	102,500,000	104,999,999	\$0.08	\$8,200,000
22	105,000,000	107,500,000	109,999,999	\$0.08	\$8,600,000
23	110,000,000	112,500,000	114,999,999	\$0.08	\$9,000,000
24	115,000,000	117,500,000	119,999,999	\$0.08	\$9,400,000
25	120,000,000	122,500,000	124,999,999	\$0.08	\$9,800,000
26	125,000,000	127,500,000	129,999,999	\$0.08	\$10,200,000

27	130,000,000	132,500,000	134,999,999	\$0.08	\$10,600,000
28	135,000,000	137,500,000	139,999,999	\$0.08	\$11,000,000
29	140,000,000	142,500,000	144,999,999	\$0.08	\$11,400,000
30	145,000,000	147,500,000	149,999,999	\$0.08	\$11,800,000
31	150,000,000	152,500,000	154,999,999	\$0.08	\$12,200,000
32	155,000,000	157,500,000	159,999,999	\$0.08	\$12,600,000
33	160,000,000	162,500,000	164,999,999	\$0.08	\$13,000,000
34	165,000,000	167,500,000	169,999,999	\$0.08	\$13,400,000
35	170,000,000	172,500,000	174,999,999	\$0.08	\$13,800,000
36	175,000,000	177,500,000	179,999,999	\$0.08	\$14,200,000
37	180,000,000	182,500,000	184,999,999	\$0.08	\$14,600,000
38	185,000,000	187,500,000	189,999,999	\$0.08	\$15,000,000
39	190,000,000	192,500,000	194,999,999	\$0.08	\$15,400,000
40	195,000,000	197,500,000	199,999,999	\$0.08	\$15,800,000
41	200,000,000	202,500,000	204,999,999	\$0.08	\$16,200,000
42	205,000,000	207,500,000	209,999,999	\$0.08	\$16,600,000
43	210,000,000	212,500,000	214,999,999	\$0.08	\$17,000,000
44	215,000,000	217,500,000	219,999,999	\$0.08	\$17,400,000
45	220,000,000	222,500,000	224,999,999	\$0.08	\$17,800,000
46	225,000,000	227,500,000	229,999,999	\$0.08	\$18,200,000
47	230,000,000	232,500,000	234,999,999	\$0.08	\$18,600,000
48	235,000,000	237,500,000	239,999,999	\$0.08	\$19,000,000
49	240,000,000	242,500,000	244,999,999	\$0.08	\$19,400,000
50	245,000,000	247,500,000	249,999,999	\$0.08	\$19,800,000
51	250,000,000	252,500,000	254,999,999	\$0.08	\$20,200,000
52	255,000,000	257,500,000	259,999,999	\$0.08	\$20,600,000
53	260,000,000	262,500,000	264,999,999	\$0.08	\$21,000,000
54	265,000,000	267,500,000	269,999,999	\$0.08	\$21,400,000
55	270,000,000	272,500,000	274,999,999	\$0.08	\$21,800,000
56	275,000,000	277,500,000	279,999,999	\$0.08	\$22,200,000



All Correspondence to:

- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia
- 📠 **By Fax:** +61 2 9290 9655
- 💻 **Online:** www.boardroomlimited.com.au
- ☎ **By Phone:** (within Australia) 1300 737 760
(outside Australia) +61 2 9290 9600

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 11:00am (AWST) on Saturday 13 November 2021.**

🖥 TO VOTE ONLINE

- STEP 1: VISIT** <https://www.votingonline.com.au/stxagm2021>
- STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)**
- STEP 3: Enter your Voting Access Code (VAC):**

📱 BY SMARTPHONE



Scan QR Code using smartphone
QR Reader App

TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a securityholder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the company's securities registry or you may copy this form.

To appoint a second proxy you must:

- complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- return both forms together in the same envelope.

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

To direct your proxy how to vote, mark one of the boxes opposite each item of business. All your securities will be voted in accordance with such a direction unless you indicate only a portion of securities are to be voted on any item by inserting the percentage or number that you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on a given item, your proxy may vote as he or she chooses. If you mark more than one box on an item for all your securities your vote on that item will be invalid.

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the company's securities registry.

STEP 3 SIGN THE FORM

The form **must** be signed as follows:

Individual: This form is to be signed by the securityholder.

Joint Holding: where the holding is in more than one name, all the securityholders should sign.

Power of Attorney: to sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. **Please indicate the office held by signing in the appropriate place.**

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **11:00am (AWST) on Saturday 13 November 2021.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged using the enclosed Reply Paid Envelope or:

- 🖥 **Online** <https://www.votingonline.com.au/stxagm2021>
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia
- 👤 **In Person** Boardroom Pty Limited
Level 12, 225 George Street,
Sydney NSW 2000 Australia

Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

Strike Energy Limited

ABN 59 078 012 745

Your Address

This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes.

Please note, you cannot change ownership of your securities using this form.

PROXY FORM

STEP 1 APPOINT A PROXY

I/We being a member/s of **Strike Energy Limited** and entitled to attend and vote hereby appoint:

the **Chair of the Meeting (mark box)**

OR if you are **NOT** appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered securityholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the Annual General Meeting of the Company to be held **Virtually & at the Cottesloe Beach Hotel at 104 Marine Parade, Cottesloe, Western Australia on Monday, 15 November 2021 at 11:00am (AWST)** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

Chair of the Meeting authorised to exercise undirected proxies on remuneration related matters: If I/we have appointed the Chair of the Meeting as my/our proxy or the Chair of the Meeting becomes my/our proxy by default and I/we have not directed my/our proxy how to vote in respect of Resolutions 1,3 & 4 I/we expressly authorise the Chair of the Meeting to exercise my/our proxy in respect of these Resolutions even though Resolutions 1,3 & 4 are connected with the remuneration of a member of the key management personnel for the Company.

The Chair of the Meeting will vote all undirected proxies in favour of all Items of business (including Resolutions 1,3 & 4). If you wish to appoint the Chair of the Meeting as your proxy with a direction to vote against, or to abstain from voting on an item, you must provide a direction by marking the 'Against' or 'Abstain' box opposite that resolution.

STEP 2 VOTING DIRECTIONS

* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.

		For	Against	Abstain*
Resolution 1	To adopt the Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	To re-elect Andrew Seaton as Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Grant of Performance Rights to or for the benefit of Mr Stuart Nicholls, Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Grant of Performance Rights to or for the benefit of Mr Stuart Nicholls, Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Ratification of Prior Issue of Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Ratification of the prior issue of Shares to MWGP Shareholders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7	Issue of Performance Shares to MWGP Shareholders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STEP 3 SIGNATURE OF SECURITYHOLDERS

This form must be signed to enable your directions to be implemented.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2021

ONLINE SHAREHOLDERS' MEETING GUIDE 2021

Attending the AGM virtually

If you choose to participate online, you will be able to view a live webcast of the meeting, ask questions and submit your votes in real time.

To access the meeting:

Visit web.lumiagm.com/370486762 on your computer, tablet or smartphone. You will need the latest version of Chrome, Safari, Edge or Firefox. Please ensure your browser is compatible.

Meeting ID: 370-486-762

To login you must have your **Voting Access Code (VAC)** and **Postcode or Country Code**

The website will be open and available for log in from 10:30 am (WST), 15th November 2021

Using the Lumi AGM platform:

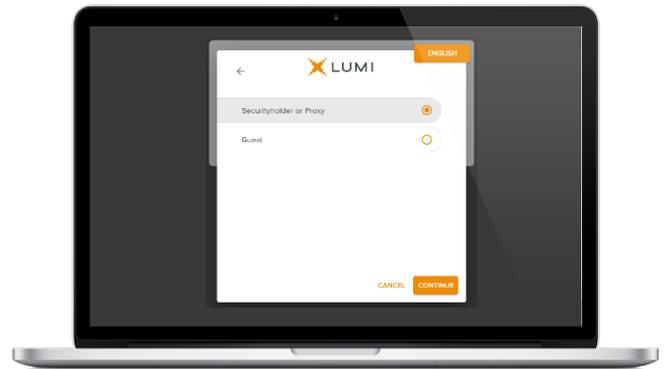
ACCESS

The 1st page of the platform will ask in what capacity you are joining the meeting.

Shareholders or appointed proxies should select

"Shareholder or Proxyholder"

Guests should select **"Guest"**

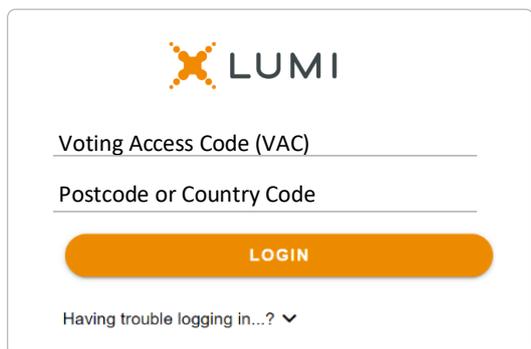


CREDENTIALS

Shareholders/Proxys

Your username is your **Voting Access Code** and your password is your **Postcode or Country Code**, or, for Non-Australian residents, your **3-letter country code**.

Proxy holders should obtain their log in credentials from the registrar by calling 1300 737 760

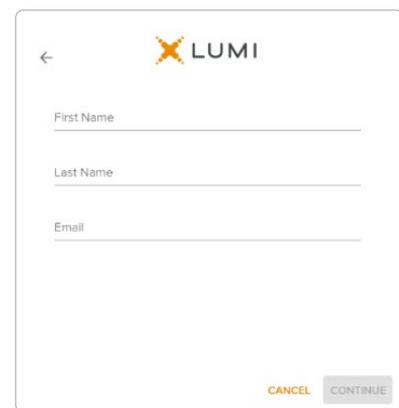


The screenshot shows the Lumi AGM platform login interface for Shareholders/Proxys. It features the Lumi logo at the top, followed by two input fields: 'Voting Access Code (VAC)' and 'Postcode or Country Code'. Below these fields is a prominent orange 'LOGIN' button. At the bottom, there is a link that says 'Having trouble logging in...?' with a dropdown arrow.

Guests

Please enter your name and email address to be admitted into the meeting.

Please note, guests will not be able to ask questions or vote at the meeting.



The screenshot shows the Lumi AGM platform registration interface for Guests. It features the Lumi logo at the top, followed by three input fields: 'First Name', 'Last Name', and 'Email'. At the bottom right, there are two buttons: 'CANCEL' and 'CONTINUE'.

NAVIGATION

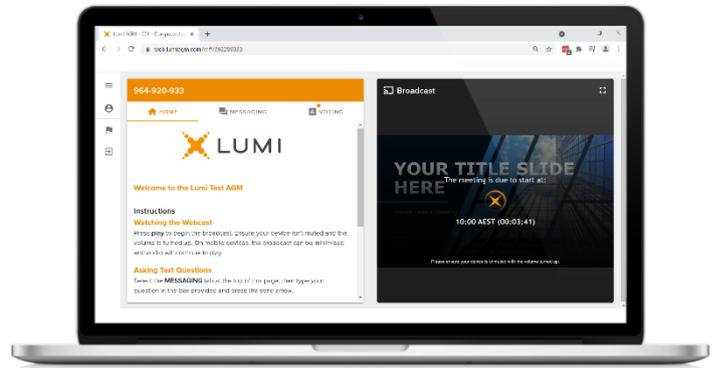
Once successfully authenticated, the home page will appear. You can view meeting instructions, ask questions and watch the webcast.

If viewing on a computer the webcast will appear at the side automatically once the meeting has started.

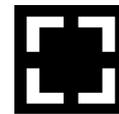
On a mobile device, select the broadcast icon at the bottom of the screen to watch the webcast.



During the meeting, mobile users can minimise the webcast at any time by selecting the arrow by the broadcast icon. You will still be able to hear the meeting. Selecting the broadcast icon again will reopen the webcast.



Desktop / Laptop users can watch the webcast full screen, by selecting the full screen icon.



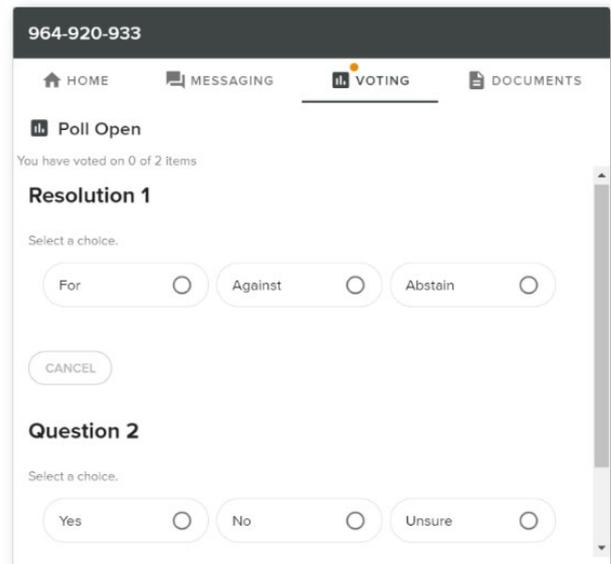
To reduce the webcast to its original size, select the X at the top of the broadcast window.

VOTING

The Chair will open voting on all resolutions at the start of the meeting. Once voting has opened, the voting tab will appear on the navigation bar.



Selecting this tab will open a list of all resolutions and their voting options.

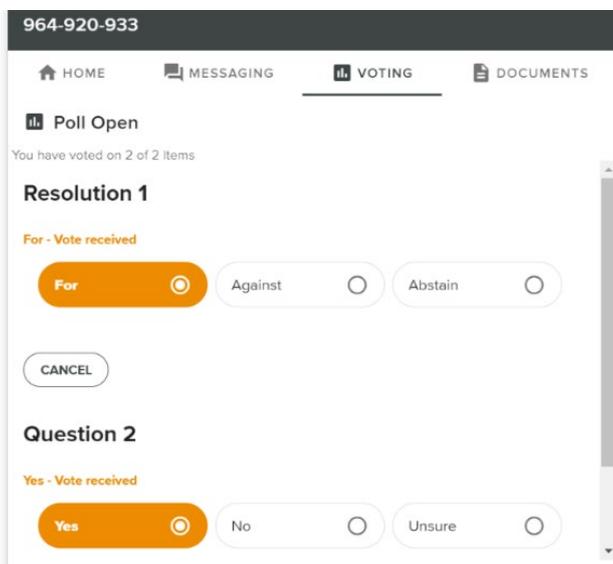


To vote, simply select your voting direction from the options displayed on screen. Your selection will change colour and a confirmation message will appear.

To change your vote, simply select another option. If you wish to cancel your vote, please press cancel.

There is no need to press a submit or send button. Your vote is automatically counted.

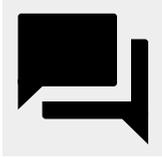
Voting can be performed at any time during the meeting until the Chair closes the poll.



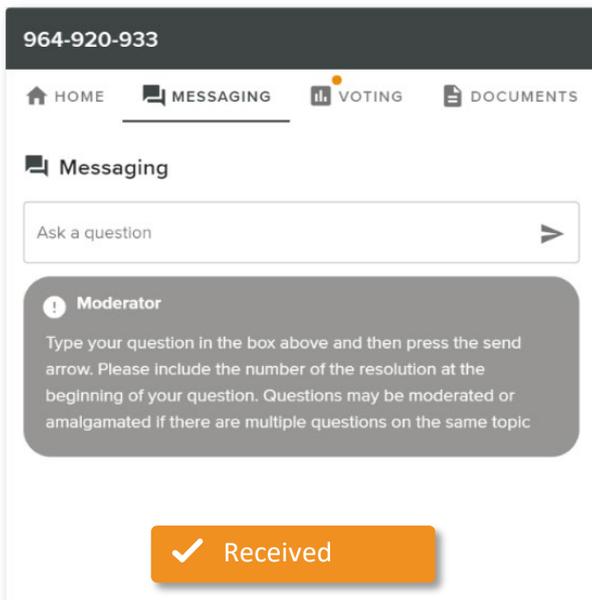
QUESTIONS

Any shareholder or appointed proxy is eligible to ask questions.

If you would like to ask a question. Select the messaging tab.



Messages can be submitted at any time from the start of the meeting, up until the Chair closes the Q&A session.



964-920-933

HOME MESSAGING VOTING DOCUMENTS

Messaging

Ask a question

Moderator
Type your question in the box above and then press the send arrow. Please include the number of the resolution at the beginning of your question. Questions may be moderated or amalgamated if there are multiple questions on the same topic

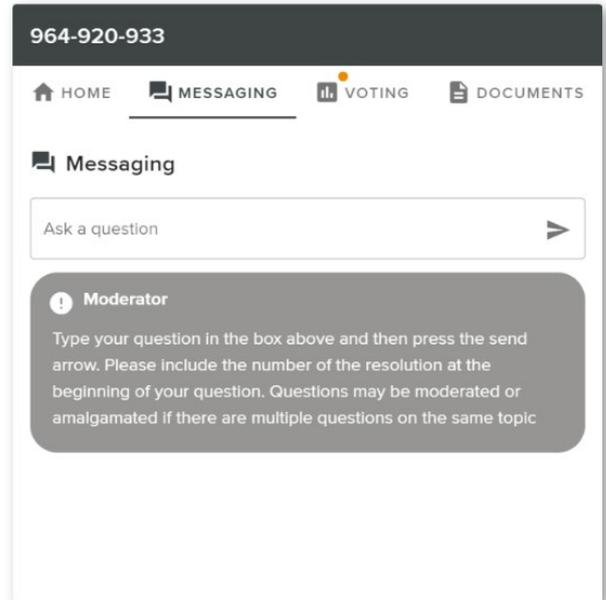
✓ Received

Asking Audio Questions

An audio questions line is available to members and appointed proxy holders.

To use this service, pause the broadcast before clicking on the link under “Asking Audio Questions”. A new page will open, as shown on the right. Please enter the requested details and click “Submit Request” to join the audio questions queue.

You will hear the meeting while you wait to ask your question.



964-920-933

HOME MESSAGING VOTING DOCUMENTS

Messaging

Ask a question

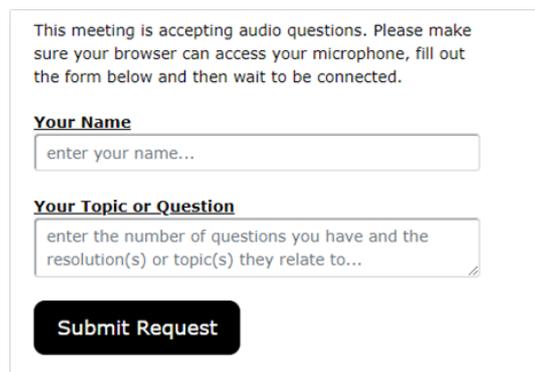
Moderator
Type your question in the box above and then press the send arrow. Please include the number of the resolution at the beginning of your question. Questions may be moderated or amalgamated if there are multiple questions on the same topic

Select the “Ask a Question” box and type in your message.

Once you are happy with your message, select the send icon.



Questions sent via the Lumi platform may be moderated before being sent to the Chair. This is to avoid repetition and remove any inappropriate language.



This meeting is accepting audio questions. Please make sure your browser can access your microphone, fill out the form below and then wait to be connected.

Your Name
enter your name...

Your Topic or Question
enter the number of questions you have and the resolution(s) or topic(s) they relate to...

Submit Request

Meeting ID: 370-486-762

To login you must have your **Voting Access Code (VAC)** and **Postcode or Country Code**

The website will be open and available for log in from 10:30 am (WST), 15th November 2021

Country Codes

For overseas shareholders, select your country code from the list below and enter it into the password field.

ABW Aruba	DZA Algeria	LBR Liberia	ROU Romania
AFG Afghanistan	ECU Ecuador	LBY Libyan Arab Jamahiriya	RUS Russian Federation
AGO Angola	EGY Egypt	LCA St Lucia	RWA Rwanda
AIA Anguilla	ERI Eritrea	LIE Liechtenstein	SAU Saudi Arabia Kingdom Of
ALA Aland Islands	ESH Western Sahara	LKA Sri Lanka	SDN Sudan
ALB Albania	ESP Spain	LSO Lesotho	SEN Senegal
AND Andorra	EST Estonia	LTU Lithuania	SGP Singapore
ANT Netherlands Antilles	ETH Ethiopia	LUX Luxembourg	SGS Sth Georgia & Sth Sandwich Isl
ARE United Arab Emirates	FIN Finland	LVA Latvia	SHN St Helena
ARG Argentina	FJI Fiji	MAC Macao	SJM Svalbard & Jan Mayen
ARM Armenia	FLK Falkland Islands (Malvinas)	MAF St Martin	SLB Solomon Islands
ASM American Samoa	FRA France	MAR Morocco	SLC Serbia & Outlying
ATA Antarctica	FRO Faroe Islands	MCO Monaco	SLE Sierra Leone
ATF French Southern	FSM Micronesia	MDA Republic Of Moldova	SLV El Salvador
ATG Antigua & Barbuda	GAB Gabon	MDG Madagascar	SMR San Marino
AUS Australia	GBR United Kingdom	MDV Maldives	SOM Somalia
AUT Austria	GEO Georgia	MEX Mexico	SPM St Pierre And Miquelon
AZE Azerbaijan	GGY Guernsey	MHL Marshall Islands	SRB Serbia
BDI Burundi	GHA Ghana	MKD Macedonia Former Yugoslav Rep	STP Sao Tome And Principe
BEL Belgium	GIB Gibraltar	MLI Mali	SUR Suriname
BEN Benin	GIN Guinea	MLT Mauritania	SVK Slovakia
BFA Burkina Faso	GLP Guadeloupe	MMR Myanmar	SVN Slovenia
BGD Bangladesh	GMB Gambia	MNE Montenegro	SWE Sweden
BGR Bulgaria	GNB Guinea-Bissau	MNG Mongolia	SWZ Swaziland
BHR Bahrain	GNQ Equatorial Guinea	MNP Northern Mariana Islands	SYC Seychelles
BHS Bahamas	GRC Greece	MOZ Mozambique	SYR Syrian Arab Republic
BIH Bosnia & Herzegovina	GRD Grenada	MRT Mauritania	TCA Turks & Caicos Islands
BLM St Barthelemy	GRL Greenland	MSR Montserrat	TCO Chad
BLR Belarus	GTM Guatemala	MTQ Martinique	TGO Togo
BLZ Belize	GUF French Guiana	MUS Mauritius	THA Thailand
BMU Bermuda	GUM Guam	MWI Malawi	TJK Tajikistan
BOL Bolivia	GUY Guyana	MYS Malaysia	TKL Tokelau
BRA Brazil	HKG Hong Kong	MYT Mayotte	TKM Turkmenistan
BRB Barbados	HMD Heard & Mcdonald Islands	NAM Namibia	TLS Timor-Leste
BRN Brunei Darussalam	HND Honduras	NCL New Caledonia	TMP East Timor
BTN Bhutan	HRV Croatia	NER Niger	TON Tonga
BUR Burma	HTI Haiti	NFK Norfolk Island	TTO Trinidad & Tobago
BVT Bouvet Island	HUN Hungary	NGA Nigeria	TUN Tunisia
BWA Botswana	IDN Indonesia	NIC Nicaragua	TUR Turkey
CAF Central African Republic	IMN Isle Of Man	NIU Niue	TUV Tuvalu
CAN Canada	IND India	NLD Netherlands	TWN Taiwan
CCK Cocos (Keeling) Islands	IoT British Indian Ocean Territory	NOR Norway Montenegro	TZA Tanzania United Republic of
CHE Switzerland	IRL Ireland	NPL Nepal	UGA Uganda
CHL Chile	IRN Iran Islamic Republic of	NRU Nauru	UKR Ukraine
CHN China	IRQ Iraq	NZL New Zealand	UMI United States Minor
CIV Cote D'ivoire	ISM Isle of Man	OMN Oman	URY Uruguay
CMR Cameroon	ISL Iceland	PAK Pakistan	USA United States of America
COD Democratic Republic of Congo	ISR Israel	PAN Panama	UZB Uzbekistan
COK Cook Islands	ITA Italy	PCN Pitcairn Islands	VNM Vietnam
COL Colombia	JAM Jamaica	PER Peru	VUT Vanuatu
COM Comoros	JEY Jersey	PHL Philippines	WLF Wallis & Futuna
CPV Cape Verde	JOR Jordan	PLW Palau	WSM Samoa
CRI Costa Rica	JPN Japan	PNG Papua New Guinea	YEM Yemen
CUB Cuba	KAZ Kazakhstan	POL Poland	YMD Yemen Democratic
CYM Cayman Islands	KEN Kenya	PRI Puerto Rico	YUG Yugoslavia Socialist Fed Rep
CYP Cyprus	KGZ Kyrgyzstan	PRK Korea Dem Peoples Republic of	ZAF South Africa
CXR Christmas Island	KHM Cambodia	PRT Portugal	ZAR Zaire
CZE Czech Republic	KIR Kiribati	PRY Paraguay	ZMB Zambia
DEU Germany	KNA St Kitts And Nevis	PSE Palestinian Territory Occupied	ZWE Zimbabwe
DJI Djibouti	KOR Korea Republic of	PYF French Polynesia	
DMA Dominica	KWT Kuwait	QAT Qatar	
DNK Denmark	LAO Laos	REU Reunion	
DOM Dominican Republic	LBN Lebanon		