



ABN69 009 196 810  
(Incorporated in Western Australia)

Level 2, 30 Richardson Street  
West Perth, WA 6005  
PO Box 1786, West Perth WA 6872  
T+61 8 9321 9886 F+61 8 9321 8161

1 April 2021

Dear Shareholders

### General Meeting of Prominence Energy NL

You are invited to attend the general meeting of shareholders of Prominence Energy NL (**Company**) (ASX: PRM) to be held at Level 2, 30 Richardson Street, West Perth, WA 6005 (**Location**) on Friday 30 April 2021 at 10:00am (AWST) (**Meeting**).

In accordance with section 5(1)(f) of the *Corporations (Coronavirus Economic Response) Determination (No.3) 2020* (Cth), the Company will not be sending a hard copy of the notice of Meeting (**Notice**) to Shareholders. Instead, a copy of the Notice will be made available electronically as follows:

- via the Company's website at [www.prominenceenergy.com.au/irm/content/asx-announcements](http://www.prominenceenergy.com.au/irm/content/asx-announcements);
- via the Company's ASX page at [www.asx.com.au/asx/share-price-research/company/PRM](http://www.asx.com.au/asx/share-price-research/company/PRM); and
- if you have nominated an email address and have elected to receive electronic communications from the Company, via the electronic link that is sent to your nominated email address.

The Company will be conducting the Meeting at the Location without the use of video conferencing technology. With regards to the COVID-19 pandemic, the Company considers the health and safety of shareholders, advisers and staff to be paramount. As such, the Company has put in place measures to adhere to physical distancing requirements set by the government authorities for the Meeting.

All the resolutions in the Notice will be voted upon by poll. If you wish to vote on any of the resolutions identified in the Notice, you must vote online or attend the Meeting in person or by proxy. If you do not wish to vote at the Meeting, you are encouraged to appoint the Chair as proxy prior to the Meeting. A proxy form is provided with this letter and should be filled out with specific instructions on how your vote is to be exercised in relation to each resolution, and the Chair must follow such instructions. The Notice sets out instructions on how to properly complete and send the proxy form to the Company or submit your vote online.

If you are unable to access the Notice through the above means or for any other reason, please contact the Company Secretary on +61 8 6380 2470 or at [admin@prominenceenergy.com.au](mailto:admin@prominenceenergy.com.au) between 9:00am to 5:00pm (AWST) on Monday to Friday to arrange to access a copy of the Notice.

Yours sincerely,

**Anna Mackintosh**  
Company Secretary  
Prominence Energy NL

Authorised by The Board of Prominence Energy NL



**PROMINENCE ENERGY NL**  
ABN 69 009 196 810

**NOTICE OF GENERAL MEETING**  
**EXPLANATORY STATEMENT**  
**AND**  
**PROXY FORM**

**Date of Meeting**  
30 April 2021

**Time of Meeting**  
10:00am AWST

**Place of Meeting**  
Level 2, 30 Richardson Street  
West Perth WA 6005

## NOTICE OF GENERAL MEETING

Notice is hereby given that the General Meeting of Shareholders of Prominence Energy NL will be held on 30 April 2021 at 10am AWST, at the office of Prominence Energy, Level 2, 30 Richardson Street, West Perth, Western Australia 6005.

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

The Directors have determined pursuant to regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders at 10 am on 28 April 2021.

Terms and abbreviations used in this Notice and Explanatory Memorandum are defined in the Glossary.

## AGENDA

### 1. RESOLUTION 1 – ADOPTION OF EMPLOYEE SECURITIES INCENTIVE PLAN

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

*"That, pursuant to and in accordance with Listing Rule 7.2 Exception 13(b) as an exception to Listing Rule 7.1, and for all other purposes, Shareholders approve the establishment of the "Prominence Energy Employee Securities Incentive Plan", and the issue of up to a maximum of 60,500,000 securities under that plan 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 a person who is eligible to participate in the Prominence Energy Employee Securities Incentive Plan and their nominees or any associates of those persons.

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

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

## **2. Resolution 2 – Approval to grant Plan Performances Rights to Ian McCubbing**

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

*“That, subject to the passing of Resolution 1, for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve and authorise the grant of a total of 5 million Plan Performance Rights (comprising 2.5 million Class A Plan Performance Rights and 2.5 million Class B Plan Performance Rights) to Mr Ian McCubbing (or his nominees) under the Prominence Energy Employee Securities Incentive Plan 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 a person referred to in rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme and their associates.

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

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

## **3. Resolution 3 – Approval to grant Plan Performances Rights to Alexander Parks**

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

*“That, subject to the passing of Resolution 1, for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve and authorise the grant of 8 million Plan Performance Rights (comprising 4 million Class A Plan Performance Rights and 4 million Class B Plan Performance Rights) to Mr Alexander Parks (or his nominees) under the Prominence Energy Employee Securities Incentive Plan 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 a person referred to in rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme and their associates.

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

- (d) a person as a 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;
- (e) 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
- (f) 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.

## **4. Resolution 4 – Approval to grant Plan Performance Rights to Patric Glovac**

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

*“That, subject to the passing of Resolution 1, for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve and authorise the grant of 3 million Plan Performance Rights (comprising 1.5 million Class A Plan Performance Rights and 1.5 million Class B Plan Performance Rights) to Mr Patric Glovac (or his nominees) under the Prominence Energy Employee Securities Incentive Plan 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 a person referred to in rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme and their associates.

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

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

## **5. Resolution 5 – Change of company type**

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

*“That, for the purposes of section 162 of the Corporations Act, the Company type be changed from a public no liability company to a public company limited by shares, with effect from the date on which ASIC alters the registration details of the Company from a public no liability company to a public company limited by shares.”*

## **6. Resolution 6 – Change of company name**

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

*“That, subject to the passing of Resolution 5, for the purposes of section 157(1)(a) of the Corporations Act, the name of the Company be changed from "Prominence Energy NL" to "Prominence Energy Limited" with effect from the date on which ASIC alters the registration details of the Company from a public no liability company to a public company limited by shares.”*

## **7. Resolution 7 – Adoption of new Constitution**

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

*“That, subject to the passing of Resolution 5, for the purposes of section 136 of the Corporations Act, the regulations contained in the document tabled at the Meeting and signed by the Chair for the purposes of identification (**Proposed Constitution**), are approved and adopted as the constitution of the Company in substitution for, and to the exclusion of, the existing Constitution of the Company, with effect from the date on which ASIC alters the registration details of the Company from a public no liability company to a public company limited by shares.”*



ABN: 69 009 196 810  
(Incorporated in Western Australia)

**Dated 1 April 2021**

**BY ORDER OF THE BOARD**

**Anna MacKintosh  
Company Secretary**

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## EXPLANATORY MEMORANDUM

### 1. Introduction

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This Explanatory Memorandum has been prepared for the information of Shareholders of the Company in connection with the business to be conducted at the Meeting to be held at Level 2, 30 Richardson Street, West Perth, Western Australia on 30 April 2021 at 10:00am (WST).

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

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

### 2. Action to be taken by Shareholders

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

#### 2.1 Proxies

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

Please note that:

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

Shareholders and their proxies should be aware that:

- (a) If proxy holders vote, they must cast all directed proxies as they are directed to; and
- (b) Any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Further details are set out below.



### ***Proxy vote if appointment specifies way to vote***

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed); and
- (b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands; and
- (c) if the proxy is the Chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and
- (d) if the proxy is not the Chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

### ***Transfer of non-chair proxy to Chair in certain circumstances***

Section 250BC of the Corporations Act provides that, if:

- (a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- (b) the appointed proxy is not the Chair of the meeting; and
- (c) at the meeting, a poll is duly demanded on the resolution; and
- (d) either of the following applies:
- (e) the proxy is not recorded as attending the meeting;
- (f) the proxy does not vote on the resolution,

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

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

## **2.2 Voting Prohibition by Proxy Holders**

In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment on Resolutions 1 to 4 if:

- (a) the person is either:
  - (i) a member of the Key Management Personnel of the Company; or
  - (ii) a Closely Related Party of such a member, and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution.

However, the prohibition does not apply if:

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

### **2.3 Corporate Representatives**

A corporation may appoint an individual as a representative to exercise its powers as Shareholder or as a Shareholder's proxy. The representative must bring to the Meeting evidence of his or her appointment, including any authority under which it is signed, unless it has been previously given to the Company's share registry.

### **2.4 Submit your Proxy Vote Online**

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

- Online: at <http://www.investorvote.com.au/>
- Mobile: scan the QR Code on the enclosed Proxy Form and follow the prompts
- Custodian voting: For Intermediary Online subscribers only (custodians) please visit [www.intermediaryonline.com](http://www.intermediaryonline.com) to submit your voting intentions.

### **2.5 Submit your Proxy Vote by Paper**

If you do not wish to vote online, then it is necessary to complete in accordance with the detailed instructions set out on the enclosed Proxy Form.

The return of your completed form (ONLY if you do NOT vote online) can be done by one of the following ways:

**BY MAIL**

Computershare Investor  
Services Pty Ltd  
GPO Box 242, Melbourne Vic 3001

**BY FAX**

In Australia  
1800 783 447  
Outside Australia  
+61 3 9473 2555

### **2.6 Voting in Person**

To vote in person, Shareholders are able to attend the Meeting at the time, date and place set out above. In light of on the status of the evolving COVID-19 situation and easing of Government restrictions on public gatherings in place at the time of the Notice and the number of Shareholders that normally attend Shareholder meetings for the Company, the Directors have made a decision that Shareholders will be able to physically attend the Meeting in person and accordingly, have arranged an appropriate meeting venue. If the Government restrictions and corresponding decision of the Director's changes prior to the Meeting, the Directors will update Shareholders via the Company's ASX platform.

### **3. RESOLUTION 1 – ADOPTION OF PERFORMANCE SHARE RIGHTS PLAN**

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The Company considers that it is desirable to establish a securities incentive plan pursuant to which the Company can issue Securities to eligible Directors, employees and consultants in order to attract, motivate and retain such persons and to provide them with an incentive to deliver growth and value to all Shareholders.

Accordingly, Resolution 1 seeks Shareholders approval for the adoption of the Prominence Energy Employee Securities Incentive Plan (**Plan**) in accordance with Listing Rule 7.2 Exception 13(b).

Under the Plan, the Board may offer to eligible persons the opportunity to subscribe for such number of Securities in the Company as the Board may decide and on the terms set out in the rules of the Plan, a summary of which is set out in Schedule A.

In addition, a copy of the Plan is available for review by Shareholders at the registered office of the Company until the date of the Meeting. A copy of the Plan can also be sent to Shareholders upon request to the Company Secretary. Shareholders are invited to contact the Company if they have any queries or concerns.

Listing Rule 7.1 provides that a company must not (subject to specified exceptions), without the approval of shareholders, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period. Listing Rule 7.2 (Exception 13(b)) sets out an exception to Listing Rule 7.1 which provides that issues under an employee incentive scheme are exempt for a period of 3 years from the date on which shareholders approve the issue of securities under the scheme as an exception to Listing Rule 7.1. No Securities have been issued under the Plan as it is a new employee incentive plan and has not previously been approved by Shareholders.

The maximum number of Securities that the Company proposes to issue under the Plan following Shareholder approval of the adoption of the Plan is 60,500,000.

Pursuant to the Listing Rules, Shareholders must re-approve the Plan and all unissued Securities issuable pursuant thereto every three years.

The objective of the Plan is to attract, motivate and retain key employees or contractors of the Company and it is considered by the Company that the adoption of the Plan and the future issue of Performance Rights under the Plan will provide selected employees and contractors with the opportunity to participate in the future growth of the Company.

Any future issues of Performance Rights under the Plan to a related party (other than a Director, as this role is covered by the Plan) or a person whose relation with the company or the related party is, in ASX's opinion, such that shareholder approval should be obtained, will require additional Shareholder approval under Listing Rule 10.14 at the relevant time.

If Resolution 1 is passed, the Company will be able to issue securities under the Plan to eligible participants over a period of 3 years without impacting on the Company's ability to issue up to 15% of its total ordinary securities without Shareholder approval in any 12 month period.

If Resolution 1 is not passed, the Company may (subject to the Listing Rules and applicable law) still grant incentives to employees, but those incentives will be taken into account when calculating whether the 15% limit under Listing Rule 7.1 has been reached. The Company will not be able to issue Securities to Directors without

specific Shareholder approval. The Company may also consider alternative remuneration arrangements to incentivise employees.

A voting exclusion statement is included in this Notice.

Resolution 1 is an ordinary resolution.

#### 4. Resolutions 2 to 4 – Grant of Plan Performance Rights to Directors

##### 4.1 Background

Resolutions 2 to 4 seeks Shareholder approval to grant a total of 17 million Plan Performance Rights under the Plan (comprising a total of 8.5 million Class A Plan Performance Rights and 8.5 million Class B Plan Performance Rights) to Directors, Mr Ian McCubbing, Mr Patric Glovac and Mr Alexander Parks, as set out in the table below.

Recipient	Position	Total Plan Performance Rights
Ian McCubbing (or Nominee)	Chairman since 2017	5 million Plan Performance Rights comprising: <ul style="list-style-type: none"> <li>• 2.5 million Class A Plan Performance Rights</li> <li>• 2.5 million Class B Plan Performance Rights</li> </ul>
Alexander Parks (or Nominee)	Managing Director Since 2017	8 million Plan Performance Rights comprising: <ul style="list-style-type: none"> <li>• 4 million Class A Plan Performance Rights</li> <li>• 4 million Class B Plan Performance Rights</li> </ul>
Patric Glovac (or Nominee)	Non-executive Board Member since August 2019	3 million Plan Performance Rights comprising: <ul style="list-style-type: none"> <li>• 1.5 million Class A Plan Performance Rights</li> <li>• 1.5 million Class B Plan Performance Rights</li> </ul>

The Plan Performance Rights will be granted in two classes (Class A and Class B) with the vesting conditions and expiry dates set out in the table below. Each Plan Performance Right that vests will convert into one fully paid ordinary Share. Any of the Plan Performance Rights that have not vested three years after date of issue will lapse.

Further terms and conditions of the Plan Performance Rights are set out in Schedule B. The principal terms of the Plan are summarised in Schedule A.

Tranche	Vesting Condition	Expiry Date
Class A	10-day VWAP of Shares is equal to or greater than \$0.025	3 years from date of grant
Class B	10-day VWAP of Shares is equal to or greater than \$0.035	3 years from date of grant

The Plan Performance Rights are to be issued to Mr McCubbing, Mr Glovac and Mr Parks for nil cash consideration as incentive based remuneration in connection with their roles as a Director of the Company. No consideration is payable by the holder upon the vesting of a Plan Performance Right. The Board considers that the incentives provided to Mr McCubbing, Mr Glovac and Mr Parks represented by the grant of the Plan Performance Rights is a cost effective and efficient way for the Company to appropriately incentivise and reward their performance and assist with retaining and motivating the Directors in their current roles, as opposed to alternative forms of incentive such as the payment of cash compensation.

#### **4.2 Listing Rule 10.14**

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

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

unless it obtains the approval of its shareholders.

The issue of the Plan Performance Rights to Mr McCubbing, Mr Glovac and Mr Parks falls within Listing Rule 10.14.1 and therefore requires Shareholder approval under Listing Rule 10.14.

Resolutions 2 to 4 seeks the required Shareholder approval to the issue of the Plan Performance Rights to Mr McCubbing, Mr Glovac and Mr Parks under Listing Rule 10.14.

If Resolutions 1 to 4 are passed, the Company will issue the Plan Performance Rights to Mr McCubbing, Mr Glovac and Mr Parks as set out in this Notice.

If Resolutions 1 to 4 are not passed, the Company will not issue the Plan Performance Rights to Mr McCubbing, Mr Glovac and Mr Parks and will need to determine an alternative form of incentive for the Directors.

Resolutions 2 to 4 are ordinary resolutions and are subject to Shareholders approving the establishment of the Plan pursuant to Resolution 1.

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

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

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

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

The grant of Plan Performance Rights to Mr McCubbing, Mr Glovac and Mr Parks pursuant to Resolutions 2 to 4 constitutes giving a financial benefit. Each of Mr McCubbing, Mr Glovac and Mr Parks is a related party of the Company by virtue of being a Director.

After a review of publicly available information relating to the remuneration structures of ASX listed companies, including those operating in the oil and gas industry, the Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the grant of the above Plan Performance Rights to Mr McCubbing, Mr Glovac and Mr Parks because the grant of these Plan Performance Rights is considered reasonable remuneration in the circumstances.

#### **4.4 Information required by Listing Rule 10.15**

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

- (a) The Plan Performance Rights will be granted to Mr McCubbing, Mr Glovac and Mr Parks (or their nominees).
- (b) Each of Mr McCubbing, Mr Glovac and Mr Parks falls within the category of Listing Rule 10.14.1 by virtue of being a Director.
- (c) The maximum number of Plan Performance Rights the Company may issue:
  - a. under Resolution 2 is 5 million Plan Performance Rights (comprising 2.5 million Class A Plan Performance Rights and 2.5 million Class B Plan Performance Rights to Mr McCubbing;
  - b. under Resolution 3 is 8 million Plan Performance Rights (comprising 4 million Class A Plan Performance Rights and 4 million Class B Plan Performance Rights to Mr Parks; and
  - c. under Resolution 4 is 3 million Plan Performance Rights (comprising 1.5 million Class A Plan Performance Rights and 1.5 million Class B Plan Performance Rights to Mr Glovac.
- (d) The Plan Performance Rights will be granted in two classes (Class A and Class B) with the following vesting conditions and expiry dates:
  - a. Class A Plan Performance Rights will vest and convert into Shares upon the Company's 10-day VWAP for its Shares achieving \$0.025 on or before the date that is 3 years from the date of grant; and
  - b. Class A Plan Performance Rights will vest and convert into Shares upon the Company's 10-day VWAP for its Shares achieving \$0.035 on or before the date that is 3 years from the date of grant.

The Plan Performance Rights will each convert into a Share for no consideration on exercise by the holder once vested.

If a vesting condition of a Plan Performance Right is not achieved by the milestone date then the Plan Performance Right will lapse. An unvested plan Performance Right will also lapse if the Participant ceases to be an Eligible Participant for the purposes of the Plan by reason of resignation, termination for poor performance or termination for cause (unless the Board determines otherwise).

If a Change of Control Event (as defined in Schedule B) occurs prior to the expiry or conversion of a Plan Performance Right, then the Plan Performance Right will convert.

Full terms and conditions of the Plan Performance Rights are set out in Schedule B.

Shares issued on vesting of the Plan Performance Rights will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.

The principle terms of the Plan Performance Rights are summarised in Schedule B. Further terms and conditions of the Plan Performance Rights are set out in the summary of the Plan in Schedule A.

- (e) The Plan Performance Rights may be granted no later than three years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
- (f) The Plan Performance Rights will be granted for nil consideration as they are being issued to Mr McCubbing, Mr Glovac and Mr Parks as incentive based remuneration in connection with their roles as Directors. Accordingly, no funds will be raised from the grant of the Plan Performance Rights.
- (g) The value attributed to the Plan Performance Rights is outlined below
  - a. Class A Plan Performance Rights – \$85,850
  - b. Class B Plan Performance Rights – \$77,350.

RSM Australia Pty Ltd have determined the above value attributed to the Plan Performance Rights using the Hoadley Trading & Investment Tools *Barrier1* valuation model. For valuation purposes these Plan Performance Right are considered zero priced options given they will be issued for nil consideration and no consideration is payable on their conversion into Shares.

- (h) No securities have previously been issued to Mr McCubbing, Mr Glovac and Mr Parks under the Plan.
- (i) Each of Mr McCubbing, Mr Glovac and Mr Parks receive the following total annual remuneration package:
  - a. Mr McClubbing receives directors fees of \$50,000 per annum (plus superannuation);
  - b. Mr Parks receives salary and directors fees of \$180,000 per annum (plus superannuation); and
  - c. Mr Glovac receives directors fees of \$39,420 per annum (inclusive of superannuation).
- (j) Details of any Securities issued under the Plan will be published in the annual report of the Company relating to a period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.

Any additional persons covered by Listing Rule 10.14 who become entitled to participate in the Plan after Resolutions 2 to 4 are approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.

- (k) A voting exclusion statement is included in this Notice.

## **5. Resolutions 5 and 6 – Change of company type and company name**

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Resolution 5 seeks Shareholder approval to change the Company's type from a public no liability company to a public company limited by shares. Resolution 6 seeks Shareholder approval for the consequential change in the Company's name from "Prominence Energy NL" to "Prominence Energy Limited".

The Company is currently a public no liability company. The Corporations Act requires that a no liability company has a constitution stating that its sole objects are mining purposes. The Corporations Act also provides that a no liability company must not engage in activities outside its stated purposes and imposes various other restrictions on no liability companies.

Section 162 of the Corporations Act provides that a public no liability company may change to a public company limited by shares provided that all of the Company's issued shares are paid up. The Directors note the Company does not presently have any partly paid shares on issue and does not intend to issue partly paid shares in the near future.

The Company's proposed change from a public no liability company to public company limited by shares will enable the Company's present objectives to be substantially broadened if required in the future from its current sole mining purposes object. The Directors consider the proposed change in the Company's type is desirable for the continuing growth and development of the Company and may help to increase the Company's profile with stakeholders and investors, particularly those outside Australia where there may not be a wide understanding of what the Company's no liability status entails. The change of type of the Company will not create a new legal entity.

To assist Shareholders in voting on Resolutions 5 and 6, the principal differences between a public no liability company and a public company limited by shares is summarised below.

- (a) In a no liability company, dividends are payable to shareholders in proportion to the shares held by them respectively, irrespective of the amounts paid up on those shares. In a limited liability company, dividends are generally payable in proportion to the amounts paid up on shares.
- (b) In a no liability company, surplus assets available for distribution to shareholders on a winding up of the Company are distributed to the shareholders in proportion to the shares held by them respectively, irrespective of the amounts paid up on those shares. In a limited liability company, any surplus assets available for distribution to shareholders on a winding up of the Company are generally distributed to shareholders in proportion to the amounts paid up on shares.
- (c) In a no liability company, holders of partly paid shares have no contractual liability to pay up the unpaid proportion of the issue price of those partly paid shares, although shares will be forfeited if a call on the shares is not paid. In a limited liability company, a holder of partly paid shares has a contractual liability to pay the amounts unpaid on those partly paid shares, as and when those amounts are called up, and any balance owing after the shares have been forfeited and disposed of for non-payment of a call remains as a debt due and payable to the company by the shareholder.



The change in type of the Company will take effect on the date ASIC alters details of the Company's registration to reflect the change in the Company's type.

Resolutions 5 and 6 are each special resolutions and each require approval of 75% of the votes cast by Shareholders.

The proposed change in the Company's name pursuant to Resolution 6 will only take effect if Shareholders approve the change in the Company type pursuant to Resolution 5.

If Resolution 5 is passed, the Company's type will be changed from a public no liability company to a public company limited by shares, with effect from the ASIC alters details of the Company's registration to reflect the change in the Company's type.

In addition, if Resolutions 5 and 6 are passed, the Company's name will be changed from "Prominence Energy NL" to "Prominence Energy Limited" with effect from the date ASIC alters details of the Company's registration to reflect the change in the Company's type.

If Resolution 5 is not passed, then the Company's type will not be changed and the Company will remain a public no liability company. Also, Resolution 6 will not be passed and the Company's name will remain the same.

The Directors unanimously recommend that Shareholders vote in favour of Resolutions 5 and 6.

## **6. Resolution 7 – Adoption of new Constitution**

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### **6.1 General**

Resolution 7 seeks Shareholder approval for the adoption of the Proposed Constitution as a new constitution to replace the Company's existing Constitution, in accordance with section 136 of the Corporations Act.

The existing Constitution of the Company was adopted in 1995 and is appropriate for a public no liability company.

As noted in Section 5 above, the Company is proposing to change to a public company limited by shares pursuant to Resolution 5. It is proposed that the existing Constitution be replaced by a new Proposed Constitution which is appropriate for a public company limited by shares. In addition, the Proposed Constitution better reflects compliance with current law and enables the Company to better function in accordance with its constituent documents. The Proposed Constitution has been approved by ASX as required under the Listing Rules.

A copy of the Proposed Constitution will be sent to any Shareholder upon request and will also be available for inspection at the registered office of the Company located at Level 2, 30 Richardson Street, West Perth, Western Australia, during normal business hours prior to the Meeting and at the Meeting.

A summary of the provisions of the Proposed Constitution is set out in Section 6.2. The Proposed Constitution includes provisions dealing with proportional takeover bids for the Company's securities in accordance with the Corporations Act. See Section 6.2(f) for further details.

Resolution 7 is subject to Shareholders approving the change in the Company's type from a public no liability company to a public company limited by shares pursuant to Resolution 5.

If Resolution 7 is passed, the new Proposed Constitution will be adopted by the Company with effect from the date ASIC alters details of the Company's registration to reflect the change in the Company's type.

If Resolution 7 is not passed, the Company will not adopt the Proposed Constitution.

Resolution 7 is a special resolution and requires approval of 75% of the votes cast by Shareholders.

The Directors unanimously recommend Shareholders vote in favour of Resolution 7.

## **6.2 Summary of Proposed Constitution**

In summary, the Proposed Constitution includes provisions to the following effect:

### **(a) Shares**

The issue of shares and options by the Company is under the control of the Directors, subject to the Corporations Act, Listing Rules and any rights attached to any special class of shares.

### **(b) Preference Shares**

The Corporations Act requires certain rights of preference shares to be either set out in a company's constitution or approved in general meeting by special resolution before preference shares are issued.

The Proposed Constitution sets out a framework of rights for preference share issues from which the Board can determine to allot and issue preference shares, without the need to obtain further shareholder approval every time an allotment of preference shares is proposed. The Proposed Constitution contains the framework as well as specific rights of preference shares as to the repayment of capital, requirements for redemption (if the preference shares are redeemable), participation in surplus assets and profits, voting rights and priority of payment of capital and dividends. Other specific terms, including the dividend amount, the redemption date (if applicable) and redemption amount (if applicable), would be set by the issuing resolution of the Directors.

### **(c) Reductions of Capital**

The Proposed Constitution is consistent with the Corporations Act requirements which must be satisfied by the Company in undertaking an alteration of capital.

### **(d) Liens**

If the Company issues partly paid shares and a call made on those shares is unpaid, the Company will have a lien over the shares on which the call is unpaid. The lien may be enforced by a sale of those shares.

### **(e) Transfer of Shares**

The Company may participate in any clearing and settlement facility provided under the Corporations Act, the Listing Rules and the ASX Settlement Pty Ltd (ASX Settlement) Operating Rules. Transfers through ASX Settlement are effected electronically in ASX Settlement's Clearing House Electronic Sub register System (CHES). For the purposes of the Company's participation in the CHES, the Company may issue holding

statements in lieu of share certificates. The Company will not charge any fee for registering a transfer of shares. The Directors may refuse to register a transfer of shares in the circumstances permitted or required under the Corporations Act and Listing Rules.

(f) Proportional Takeovers

Schedule 5 of the Proposed Constitution contains provisions dealing with proportional takeover bids for the Company's securities in accordance with the Corporations Act.

A proportional takeover bid is a takeover bid where the offer made to each Shareholder is only for a proportion of that Shareholder's securities.

The Corporations Act permits a company's constitution to include provisions that enable it to refuse to register the transfer of securities acquired under a proportional takeover bid, unless shareholders approve the takeover bid. The provisions are designed to assist Shareholders to receive proper value for their securities if a proportional takeover bid is made for the Company.

A proportional takeover bid may result in control of the Company changing without Shareholders having the opportunity to dispose of all their Shares. By making a partial bid, a bidder can obtain practical control of the Company by acquiring less than a majority interest. Shareholders are then potentially exposed to the risk of being left as a minority in the Company and the risk of the bidder being able to acquire control of the Company without payment of an adequate control premium. The proportional takeover provisions allow Shareholders to decide whether a proportional takeover bid is acceptable in principle, and assist in ensuring that any partial bid is appropriately priced.

The perceived advantages of including proportional takeover provisions in the Proposed Constitution are that such provisions may:

- (i) Shareholders will be given the right to decide by majority vote whether to accept a proportional takeover bid;
- (ii) the provisions may help Shareholders avoid being locked in as a minority and may prevent a bidder acquiring control of the Company without paying an adequate control premium;
- (iii) the provisions may increase Shareholders' bargaining power and may help ensure that any proportional takeover bid is adequately priced;
- (iv) knowing the view of the majority of Shareholders may help each individual Shareholder to decide whether to accept or reject the proportional offer;
- (v) enhance the bargaining power of Directors in connection with any potential sale of the Company;
- (vi) improve corporate management by eliminating the possible threat of a hostile takeover through longer term planning;
- (vii) make it easier for Directors to discharge their fiduciary and statutory duties to the Company and its Shareholders to advise and guide in the event of a proportional bid occurring; and
- (viii) strengthen the position of Shareholders of the Company in the event of a takeover, assuming the takeover will result in a sharing of wealth between the offeror and Shareholders, as the more cohesive Shareholders are in determining their response the stronger they are. A requirement for approval can force

Shareholders to act in a more cohesive manner. Where Shareholders know that a bid will only be successful if a specified majority of Shareholders accept the offer, they have less to fear by not tendering to any offer which they think is too low.

The perceived disadvantages of including proportional takeover provisions in the Proposed Constitution include the following matters:

- (i) they may discourage proportional takeover bids being made for Shares in the Company;
- (ii) Shareholders may lose an opportunity to sell some of their Shares at a premium; and
- (iii) the likelihood of a proportional takeover succeeding may be reduced.

The Directors do not believe the potential disadvantages outweigh the potential advantages of including proportional takeover provisions in the Proposed Constitution and as a result consider that including the proportional takeover provisions in the Proposed Constitution is in the interest of Shareholders.

The Directors consider that they remain free to make a recommendation on whether an offer under a proportional takeover bid should be accepted.

To comply with the Corporations Act, the proportional takeover provisions must be renewed by Shareholders in general meeting at least every 3 years to remain in place.

(g) Alterations of share capital

Shares may be converted or cancelled with Shareholder approval and the Company's share capital may be reduced in accordance with the requirements of the Corporations Act and the Listing Rules.

(h) Buy Backs

The Company may buy back shares in itself on terms and at such times determined by the Directors.

(i) Disposal of less than a Marketable Parcel

For the sake of avoiding excessive administration costs, the Proposed Constitution contains provisions enabling the Company to procure the disposal of shares where the Shareholder holds less than a marketable parcel of shares within the meaning of the Listing Rules (being a parcel of shares with a market value of less than \$500). To invoke this procedure, the Directors must first give notice to the relevant Shareholder holding less than a marketable parcel of shares, who may then elect not to have his or her shares sold by notifying the Directors.

(j) Variation of class rights

Class rights attaching to a particular class of shares may be varied or cancelled with the consent in writing of holders of 75% of the shares in that class or by a special resolution of the holders of shares in that class.

(k) Meetings of Shareholders

Directors may call a meeting of Shareholders whenever they think fit. Shareholders may call a meeting as provided by the Corporations Act. The Proposed Constitution contains provisions prescribing the content requirements of notices of meetings of Shareholders and all Shareholders are entitled to a notice of meeting. Consistent with the new Corporations Act provisions, a meeting may be held in two or more places

linked together by audio-visual communication devices. A quorum for a meeting of Shareholders is 2 eligible voters.

The Company will hold annual general meetings in accordance with the Corporations Act and the Listing Rules.

(l) Voting of Shareholders

Resolutions of Shareholders will be decided by a show of hands unless a poll is demanded. On a show of hands each eligible voter present has one vote. On a poll each eligible Shareholder has one vote for each fully paid share held and a fraction of a vote for each partly paid share determined by the amount paid up on that share.

(m) Proxies

An eligible Shareholder may appoint a proxy to attend and vote at the meeting on the Shareholder's behalf. The Proposed Constitution contains provisions specifying the manner of lodgement of proxy instruments. A Shareholder may appoint an individual or corporation to act as its representative.

(n) Directors

Unless changed by the Company in general meeting, the minimum number of directors is 3 and the maximum is 10. The existing directors of the Company may appoint a new Director to fill a casual vacancy or as an addition to the board. Any such Director must retire at the next following annual general meeting of the Company (at which meeting he or she may be eligible for election as director). No Director other than the Managing Director may hold office for longer than 3 years without submitting himself or herself for re-election.

(o) Powers of Directors

The business of the Company is to be managed by or under the direction of the Directors.

(p) Remuneration of Directors

The Company may pay non-executive Directors a maximum of the total amount as determined by the Shareholders in general meeting and such sum must not be paid by way of commission on, or percentage of, profits or operating revenue.

The remuneration of executive Directors will be subject to the provisions of any contract between each of them and the Company and may be by way of commission on, or percentage of, profits of the Company, but will not be by way of commission on, or percentage of, operating revenue.

(q) Execution of documents

The Proposed Constitution provides for execution of documents by the Company without the use of the Company's company seal.

(r) Dividends

Subject to and in accordance with the Corporations Act, the Listing Rules, the rights of any preference shares and to the rights of the holders of any shares created or raised under any special arrangement as to dividends, the Directors may from time to time declare dividends to be paid to the shareholders entitled to dividends. Subject to the rights of any preference shares and to the rights of the holders of any Shares created or raised under any special arrangement as to dividends, the dividends as declared shall be payable on all Shares according to the proportion that the amount paid (not



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credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

(s) Indemnities and insurance

To the extent permitted by law, the Company indemnifies every person who is, or has been, a Director or Secretary of the Company against a liability incurred by that person in his or her capacity as a Director or Secretary provided that the liability does not arise out of conduct involving a lack of good faith (otherwise referred to as an excluded liability). A similar indemnity is provided in respect of legal proceedings. The Company may also pay the premiums on directors' and officers' liability insurance.

## **SCHEDULE A**

### **SUMMARY OF PROMINENCE ENERGY EMPLOYEE SECURITIES INCENTIVE PLAN**

The key terms of the Plan are as follows:

1. Eligible Participant

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

The Company will seek Shareholder approval for the participation of Directors and their associates in accordance with ASX Listing Rule 10.14.

2. Purpose

The purpose of the Plan is to:

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

3. Plan administration

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

4. Eligibility, invitation and application

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

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

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

5. Grant of Securities

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

6. Terms of Convertible Securities

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

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

7. Vesting of Convertible Securities

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

8. Exercise of Convertible Securities and cashless exercise

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

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

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

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

9. Delivery of Shares on exercise of Convertible Securities

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

10. Forfeiture of Convertible Securities

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

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

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

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

11. Change of control

If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with,



including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control.

12. Rights attaching to Plan Shares

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

13. Disposal restrictions on Plan Shares

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

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

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

14. Adjustment of Convertible Securities

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

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

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

15. Participation in new issues

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

16. Compliance with applicable law

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

- a. an employee incentive scheme of the Company covered by ASIC Class Order 14/1000; or
- b. an ASIC exempt arrangement of a similar kind to an employee incentive scheme,
- c. but disregarding any offer made or securities issued in the capital of the Company by way of or as a result of:

- d. an offer to a person situated at the time of receipt of the offer outside Australia;
  - e. an offer that did not need disclosure to investors because of section 708 of the Corporations Act (exempts the requirement for a disclosure document for the issue of securities in certain circumstances to investors who are deemed to have sufficient investment knowledge to make informed decisions, including professional investors, sophisticated investors and senior managers of the Company); or
  - f. an offer made under a disclosure document,
- would not exceed 5% (or such other maximum permitted under any applicable law) of the total number of Shares on issue at the date of the invitation.

17. Amendment of Plan

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

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

18. Plan duration

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

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

19. Income Tax Assessment Act

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

## SCHEDULE B TERMS AND CONDITIONS OF PLAN PERFORMANCE RIGHTS

### 1. (Vesting and Expiry)

- a. The Plan Performance Rights (**Performance Rights**) will be granted with the Vesting Condition and Expiry Date as follows:

Tranche	Vesting Condition	Expiry Date
Class A	10-day VWAP of Shares is equal to or greater than \$0.025	3 years from date of grant
Class B	10-day VWAP of Shares is equal to or greater than \$0.035	3 years from date of grant

- b. Once the applicable Vesting Condition has been satisfied, the Performance Rights specified in the above table will vest and be capable of exercise by the holder.
- c. The above Performance Rights will each convert into a Share for no consideration on exercise by the holder once vested.
- d. If a Vesting Condition of a Performance Right is not achieved by the applicable Expiry Date, then the Performance Right will lapse. If a vested Performance Right is not exercised on or before the Expiry Date, then the Performance Right will lapse.
2. (**No voting rights**) A Performance Right does not entitle a holder to vote on any resolutions proposed at a general meeting of the Company's Shareholders.
3. (**No dividend rights**) A Performance Right does not entitle a holder to any dividends.
4. (**Rights on winding up**) A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up of the Company.
5. (**No return of capital**) A Performance Rights does not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise
6. (**Not transferable**) A Performance Right is not transferable.
7. (**Reorganisation of capital**) If there is a reorganisation (including, without limitation, consolidation, sub-division, reduction or return) of the issued capital of the Company, the rights of a holder will be varied (as appropriate) in accordance with the Listing Rules which apply to reorganisation of capital at the time of the reorganisation.
8. (**Quotation of shares on conversion**) An application will be made by the Company to ASX for official quotation of the Shares issued upon the conversion of each Performance Right within the time period required by the Listing Rules.
9. (**Participation in entitlements and bonus issues**) A Performance Right does not entitle a holder to participate in new issues of capital offered to holders of Shares, such as bonus issues and entitlement issues.
10. (**Vesting on a Change of Control Event**) If there is a Change of Control Event in relation to the Company prior to the conversion or expiry of the Performance Rights, then:
- all outstanding Vesting Conditions will be deemed to have been satisfied; and
  - each Performance Right will automatically and immediately convert into a Share.

For these purposes, **Change of Control Event** means:

- c. the occurrence of:

- (i) the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of 50.1% or more of the Shares; and
        - (ii) that takeover bid has become unconditional,
    - provided that the offeror did not have control of the Company at the time that the Performance Rights are granted; or
    - d. the announcement by the Company that:
      - (i) shareholders of the Company have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Shares are to be either:
        - (A) cancelled; or
        - (B) transferred to a third party; and
      - (ii) the Court, by order, approves the proposed scheme of arrangement,
    - provided that the offeror did not have control of the Company at the time that the Performance Rights are granted.
11. **(No other rights)** A Performance Right does not give a holder any other rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these term.

## GLOSSARY

**\$** means Australian dollars.

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

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

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

**Board** means the board of Directors.

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

**Chair** means the chairperson of the Meeting.

**Closely Related Party** has the meaning given section 9 of the Corporations Act. It includes close family members and any controlled companies of a member of the Key Management Personnel.

**Class A Plan Performance Rights** means the Performance Rights granted on the terms and conditions in Schedule B.

**Class B Plan Performance Rights** means the Performance Rights granted on the terms and conditions in Schedule B.

**Company** means Prominence Energy NL ACN 009 196 810.

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

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

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

**Explanatory Statement** means this explanatory statement (including all section references, definitions, schedules, attachments, and similar components within this document) accompanying the Notice.

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

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

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



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**Notice** or **Notice of General Meeting** means this document (including the Explanatory Statement and Proxy Form) or the notice of general meeting section of this document (as the context requires).

**Option** means an option to acquire a Share.

**Performance Right** means a right to acquire a Share on the satisfaction of certain performance milestones.

**Plan Performance Rights** means the Class A Plan Performance Rights and Class B Plan Performance Rights.

**Plan** or **Prominence Energy Employee Securities Incentive Plan** means an incentive scheme for employees (including Directors and contractors of the Company) proposed to be adopted by the Company pursuant to Resolution 1, the key terms of which are summarised in Schedule A.

**Proposed Constitution** means the articles contained in the printed document produced at the Meeting and signed by the Chair for identification purposes.

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

**Resolution** means a resolution set out in the Notice.

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

**Securities** means Shares, Options and Performance Rights.

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

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

**Trading Day** means a day determined by ASX to be a trading day in accordance with the Listing Rules.

**VWAP** means volume weighted average price.

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



PRM

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

## Need assistance?



**Phone:**

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



**Online:**

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



## YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00 AM (AWST) on Wednesday, 28 April 2021.**

# Proxy Form

## How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

### APPOINTMENT OF PROXY

**Voting 100% of your holding:** Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

**Voting a portion of your holding:** Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

**Appointing a second proxy:** You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

**A proxy need not be a securityholder of the Company.**

### SIGNING INSTRUCTIONS FOR POSTAL FORMS

**Individual:** Where the holding is in one name, the securityholder must sign.

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

**Power of Attorney:** If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

### PARTICIPATING IN THE MEETING

#### Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at [www.investorcentre.com](http://www.investorcentre.com) under the help tab, "Printable Forms".

## Lodge your Proxy Form:

**XX**

### Online:

Lodge your vote online at [www.investorvote.com.au](http://www.investorvote.com.au) using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



**Control Number: 999999**

**SRN/HIN: I9999999999**

**PIN: 99999**

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

### By Mail:

Computershare Investor Services Pty Limited  
GPO Box 242  
Melbourne VIC 3001  
Australia

### By Fax:

1800 783 447 within Australia or  
+61 3 9473 2555 outside Australia



**PLEASE NOTE:** For security reasons it is important that you keep your SRN/HIN confidential.

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

**Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

# Proxy Form

Please mark  to indicate your directions

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

XX

I/We being a member/s of Prominence Energy NL hereby appoint

the Chairman of the Meeting **OR**

**PLEASE NOTE:** Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Prominence Energy NL to be held at Level 2, Richardson Street, West Perth, WA 6005 on Friday, 30 April 2021 at 10:00 AM (AWST) and at any adjournment or postponement of that meeting.

**Chairman authorised to exercise undirected proxies on remuneration related resolutions:** Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Items 1 - 4 (except where I/we have indicated a different voting intention in step 2) even though Items 1 - 4 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

**Important Note:** If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Items 1- 4 by marking the appropriate box in step 2.

## Step 2 Items of Business

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

	For	Against	Abstain
1 Adoption of Employee Securities Incentive Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Approval to grant Plan Performances Rights to Ian McCubbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Approval to grant Plan Performances Rights to Alexander Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Approval to grant Plan Performances Rights to Patric Glovac	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Change of company type (NL to Limited)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Change of company name (NL to Limited)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Adoption of new Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

## Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1  Securityholder 2  Securityholder 3  / /  
Sole Director & Sole Company Secretary Director Director/Company Secretary Date

**Update your communication details** (Optional)

Mobile Number  Email Address  By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

