

For personal use only

---

**FREMONT PETROLEUM CORPORATION LTD**  
**ACN 114 198 471**  
**NOTICE OF GENERAL MEETING**

---

Notice is given that the Meeting will be held at:

**TIME:** 12:00 pm Sydney Time  
**DATE:** 20 December 2019  
**PLACE:** Boardroom Pty Limited  
Level 12, Grosvenor Place  
225 George Street,  
Sydney NSW 2000

***The business of the Meeting affects your shareholding and your vote is important.***

***This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.***

***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 Shareholders at 7:00 pm Sydney Time on 18 December 2019.***

---

## BUSINESS OF THE MEETING

---

### AGENDA

---

#### 1. RESOLUTION 1 – RATIFICATION OF STAGE ONE ISSUE OF TRANCHE 1 NOTES

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 issue of 214,285,713 Tranche 1 Notes on the terms and conditions set out in the Explanatory Statement.”*

**Voting Exclusion:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who participated in the issue or any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

---

#### 2. RESOLUTION 2 – APPROVAL OF STAGE TWO ISSUE OF TRANCHE 1 NOTES

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 and for all other purposes, approval is given for the Company to issue up to 357,142,858 Tranche 1 Notes on the terms and conditions set out in the Explanatory Statement.”*

**Voting Exclusion:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons). However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

---

#### 3. RESOLUTION 3 – APPROVAL TO ISSUE TRANCHE 2 NOTES

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 and for all other purposes, approval is given for the Company to issue up to 285,714,286 Tranche 2 Notes on the terms and conditions set out in the Explanatory Statement.”*

**Voting Exclusion:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons). However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

---

---

**4. RESOLUTION 4 – APPROVAL TO ISSUE SHARES ON CONVERSION OF INTEREST**

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 and for all other purposes, approval is given for the Company to issue up to 52,597,329 Shares on the terms and conditions set out in the Explanatory Statement.”*

**Voting Exclusion:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons). However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

**Dated: 15 November 2019**

**By order of the Board**



**Robert Lees  
Company Secretary**

For personal use only

---

## EXPLANATORY STATEMENT

---

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions which are the subject of the business of the Meeting.

---

### 1. BACKGROUND TO CONVERTIBLE LOAN FACILITY

#### 1.1 General

The Company entered into a secured convertible notes trust deed with Resilient Investment Group Pty Ltd (**Trustee**), the Company's major shareholder, on 22 October 2019 pursuant to which it is undertaking a capital raising by way of convertible notes (**Convertible Notes**) with sophisticated and professional investors (**Note Holders**) to raise up to \$6 million (the **Convertible Loan Facility**).

Funds raised under the Convertible Loan Facility are being used to pay down an existing bank facility with ANB Bank (**ANB Loan**), to fund the drilling of wells at the Slanovich tenement and the Cimarex tenement and for general working capital purposes.

The Trustee facilitated the Convertible Loan Facility and is acting as trustee for the Note Holders.

Ausco Petroleum Inc. and Kentucky Exploration Inc. (the **Guarantors**) have agreed to jointly and severally guarantee performance of the Company's obligations to the Trustee and the Note Holders under the Convertible Loan Facility, including payment of all debts and monetary liabilities of the Company to the Trustee or a Note Holder (**Guarantee**).

The Convertible Loan Facility is secured over the Company and all of the Company's property pursuant to a general security deed granted by the Company in favour of the Trustee for the benefit of the Note Holders (**General Security Deed**) (the **Security**). In addition, the obligations of the Guarantors under the Guarantee are secured by a mortgage granted by the Guarantors over the US Assets in favour of the Trustee (**Mortgage**).

#### 1.2 Conditions to Issue of Convertible Notes

The issue of Convertible Notes under the Convertible Loan Facility was conditional on the Company providing the Trustee with evidence satisfactory to the Trustee of an executed agreement between the Company and Cimarex Energy Co. (**Cimarex**) extending the sublease of 3 of the Company's tenements to 1 May 2020 and effecting an additional payment by the Company to Cimarex of US\$250,000 if the Company does not reach total depth in respect of the 3 wells by 1 May 2020.

This condition was satisfied on 3 October 2019.

The Convertible Loan Facility also provides additional conditions relevant to each tranche of Convertible Notes to be issued as detailed below.

#### 1.3 Issue of Convertible Notes

Pursuant to the Convertible Loan Facility the Company may issue:

- (a) Convertible Notes with a minimum aggregate face value of \$4,000,000 (**Tranche 1 Notes**); and

- (b) Convertible Notes with up to an additional maximum aggregate face value of \$2,000,000 (**Tranche 2 Notes**).

### **Issue of Tranche 1 Notes**

The issue of the Tranche 1 Notes is to be completed on the following basis:

- (a) Tranche 1 Notes to the value of \$2,000,000 to be issued subject to and conditional on the Company entering into the General Security Deed; and
- (b) Tranche 1 Notes to the value of \$2,000,000 to be issued subject to and conditional on:
- (i) the Company repaying the ANB Loan; and
  - (ii) the Guarantors procuring discharge of the Existing Mortgage and granting the Mortgage in favour of the Trustee.

The General Security Deed was executed on 22 October 2019. The Company anticipates that the remaining conditions relevant to the issue of the Tranche 1 Notes will be satisfied prior to this Meeting.

On 25 October 2019, the Company completed a first stage issue of the Tranche 1 Notes to the value of \$1,500,000 under its placement capacity pursuant to ASX Listing Rule 7.1.

The Company is seeking Shareholder approval to issue a second stage of the Tranche 1 Notes to the value of \$2,500,000 at this Meeting pursuant to Resolution 2.

### **Issue of Tranche 2 Notes**

The issue of any Tranche 2 Notes is subject to and conditional on the Company obtaining the approval of Shareholders to issue those Tranche 2 Notes for the purposes of the ASX Listing Rules.

The Company is seeking Shareholder approval to issue the Tranche 2 Notes at this Meeting pursuant to Resolution 3.

---

## **2. RESOLUTION 1 - RATIFICATION OF STAGE ONE ISSUE OF TRANCHE 1 NOTES**

### **2.1 General**

On 25 October 2019, the Company issued the first stage of the Tranche 1 Notes to the value of \$1,500,000 to three Note Holders pursuant to the Convertible Loan Facility as set out in Section 1.3 above (the **First T1 Issue**).

Resolution 1 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the First T1 Issue.

### **2.2 ASX Listing Rule 7.1**

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, 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.

ASX Listing Rule 7.4 sets out an exception to ASX Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made pursuant to ASX Listing Rule 7.1 (and provided that the previous issue did not breach ASX Listing Rule 7.1) those securities will be deemed to have been made with shareholder approval for the purpose of ASX Listing Rule 7.1.

By ratifying the First T1 Issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

### 2.3 The First T1 Issue - Technical information

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to the First T1 Issue:

- (a) 214,285,713 Convertible Notes were issued;
- (b) the maximum number of Shares to be issued on conversion of the Convertible Notes will be 214,285,713 Shares;
- (c) the Convertible Notes were issued at a face value of \$0.007 per Convertible Note (being a total face value of \$1,500,000);
- (d) the key terms and conditions of the Convertible Notes are set out in Schedule 1;
- (e) the Shares to be issued on conversion of the Convertible Notes will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (f) the Convertible Notes were issued to three Note Holders. None of these Note Holders are related parties of the Company; and
- (g) the funds raised from this issue are to be used as set out in Section 1.1 above.

---

## 3. RESOLUTION 2 - APPROVAL OF STAGE TWO ISSUE OF TRANCHE 1 NOTES

### 3.1 General

Resolution 2 seeks Shareholder approval for the issue of the second stage of the Tranche 1 Notes to the value of \$2,500,000 to Note Holders pursuant to the Convertible Loan Facility for the purposes set out in Section 1.3 above (the **Second T1 Issue**).

A summary of ASX Listing Rule 7.1 is set out in Section 2.2 above.

The effect of Resolution 2 will be to allow the Company to issue the second stage of the Tranche 1 Notes to the value of \$2,500,000 during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity. In addition, any Shares issued on conversion of any of the Tranche 1 Notes issued under the Second T1 Issue will also be issued without using the Company's 15% annual placement capacity.

### 3.2 The Second T1 Issue - Technical information

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the Second T1 Issue:

- For personal use only
- (a) the maximum number of Convertible Notes which may be issued is 357,142,858 Convertible Notes;
  - (b) the maximum number of Shares which may be issued on conversion of the Convertible Notes is 357,142,858 Shares;
  - (c) the Convertible Notes will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the Convertible Notes will occur progressively;
  - (d) the Convertible Notes will be issued with a face value of \$0.007 per Convertible Note (being a total face value of \$2,500,000);
  - (e) the key terms and conditions of the Convertible Notes are set out in Schedule 1;
  - (f) the Shares to be issued on conversion of the Convertible Notes will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
  - (g) the Convertible Notes will be issued to some or all of the existing Note Holders and/or new Note Holders. None of the Note Holders will be related parties of the Company; and
  - (h) the funds raised from this issue are intended to be used as set out in Section 1.1 above.

---

#### **4. RESOLUTION 3 - APPROVAL TO ISSUE TRANCHE 2 NOTES**

##### **4.1 General**

Resolution 3 seeks Shareholder approval for the issue of the Tranche 2 Notes up to the value of \$2,000,000 to the Note Holders pursuant to the Convertible Loan Facility for the purposes set out in Section 1.3 above (the **T2 Issue**).

A summary of ASX Listing Rule 7.1 is set out in Section 2.2 above.

The effect of Resolution 3 will be to allow the Company to issue the Tranche 2 Notes up to the value of \$2,000,000 during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity. In addition, any Shares issued on conversion of any of the Tranche 2 Notes will also be issued without using the Company's 15% annual placement capacity.

##### **4.2 The T2 Issue - Technical information**

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the T2 Issue:

- (a) the maximum number of Convertible Notes which may be issued is 285,714,286 Convertible Notes;
- (b) the maximum number of Shares which may be issued on conversion of the Convertible Notes is 285,714,286 Shares;
- (c) the Convertible Notes will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX

waiver or modification of the ASX Listing Rules) and it is intended that issue of the Convertible Notes will occur progressively;

- (d) the Convertible Notes will be issued with a face value of \$0.007 per Convertible Note (being a total face value of \$2,000,000);
- (e) the key terms and conditions of the Convertible Notes are set out in Schedule 1;
- (f) the Shares to be issued on conversion of the Convertible Notes will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (g) the Convertible Notes will be issued to some or all of the existing Note Holders and/or new Note Holders. None of the Note Holders will be related parties of the Company; and
- (h) the funds raised from this issue are intended to be used as set out in Section 1.1 above.

---

## **5. RESOLUTION 4 - APPROVAL TO ISSUE SHARES ON CONVERSION OF INTEREST**

### **5.1 General**

Pursuant to the Convertible Loan Facility a Note Holder may at its option convert all or some of the Convertible Notes held by the Note Holder and, at the election of the Note Holder, any interest that has accrued in respect of those Convertible Notes.

Resolution 4 seeks Shareholder approval for the issue of up to 52,597,329 Shares (**Interest Shares**) on conversion of interest accrued on the Tranche 1 Notes and the Tranche 2 Notes as elected by Note Holders.

A summary of ASX Listing Rule 7.1 is set out in Section 2.2 above.

The effect of Resolution 4 will be to allow the Company to issue up to the total Interest Shares on conversion of interest accrued during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity.

### **5.2 Determination of Shares to be issued on conversion of interest**

For the purposes of Resolution 4, the total number of Interest Shares has been calculated assuming that:

1. interest has accrued on the full face value of all Convertible Notes that may be issued (ie \$6,000,000, being together the Tranche 1 Notes and the Tranche 2 Notes) at a rate of 1.5% per month for a period of 4 months (being, from the date of issue to the relevant Maturity Date);
2. all Note Holders elect to convert all interest accrued on their respective Convertible Notes; and
3. the Shares to be issued on conversion of the interest accrued are issued on the relevant Maturity Date.



Shareholders should be aware that the actual number of Interest Shares to be issued on conversion of interest is not currently known and is dependent on the actual amount of interest converted as elected by Note Holders.

Please refer to Schedule 1 for further details on the terms and conditions of the Convertible Notes.

### **5.3 The Interest Shares - Technical information**

Pursuant to and in accordance with ASX Listing Rule 7.3, the following information is provided in relation to the issue of the Interest Shares:

- (a) as set out in Section 5.2 above, the number of Interest Shares to be issued is not currently known as it is dependent on the actual amount of interest converted as elected by Note Holders. However, the maximum number of Shares to be issued is 52,597,329 Shares;
- (b) the Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the ASX Listing Rules) and it is intended that issue of the Shares will occur progressively;
- (c) the Shares will be issued for nil cash consideration in satisfaction of interest accrued on the Convertible Notes;
- (d) the Shares will be issued to Note Holders. None of the Note Holders will be related parties of the Company;
- (e) the Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares; and
- (f) no funds will be raised from this issue as the Shares are being issued in consideration for interest accrued on the Convertible Notes.

---

## **6. DILUTION**

### **6.1 General**

Pursuant to the Convertible Loan Facility, Note Holders have the right to convert the Convertible Notes and any interest accrued to Shares at the Maturity Date.

As at the date of this Notice of Meeting, the issued share capital of the Company is 1,668,335,412 Shares. The capital structure of the Company will be affected as a result of the issue of Shares where one or more Note Holders elects to convert part or all of their Convertible Notes and any interest accrued pursuant to the Convertible Loan Facility. Accordingly, Shareholders will experience a dilutionary effect as their interest in the Company will be reduced as a result of the issue of Shares to the Note Holders upon conversion.

The actual effect on the capital structure of the Company will depend on the number of Convertible Notes and the amount of interest which Note Holders elect to convert.

### **6.2 Conversion of Tranche 1 Notes**

Set out below is a worked example of the dilutionary effect to existing Shareholders in the event that either 100% or 75% or 50% or 25% of the full face

value of the Tranche 1 Notes (ie \$4,000,000) is converted to Shares, in addition to the following assumptions:

1. no interest accrued on the Tranche 1 Notes is converted to Shares; and
2. no Options are exercised and no other Shares are issued prior to conversion of the Tranche 1 Notes.

Conversion Price	Percentage of Tranche 1 Notes Converted	Number of Shares issued on conversion of Tranche 1 Notes	Issued Share Capital	Increase in issued Share Capital <sup>1</sup>	Dilution effect on existing Shareholders
\$0.007	100%	571,428,571	1,668,335,412	2,239,763,983	25.51%
\$0.007	75%	428,571,429	1,668,335,412	2,096,906,841	20.44%
\$0.007	50%	285,714,286	1,668,335,412	1,954,049,698	14.62%
\$0.007	25%	142,857,143	1,668,335,412	1,811,192,555	7.89%

**Notes**

1. This figure comprises 1,668,335,412 Shares currently on issue as at the date of this Notice of Meeting in addition to the number of Shares to be issued on conversion of the relevant percentage of Tranche 1 Notes converted.

### 6.3 Conversion of Tranche 2 Notes

Set out below is a worked example of the dilutionary effect to existing Shareholders in the event that the full face value of the Tranche 2 Notes (ie \$2,000,000) is converted to Shares, in addition to the following assumptions:

1. either 100% or 75% or 50% or 25% or 0% of the full face value of the Tranche 1 Notes (ie \$4,000,000) is converted to Shares;
2. no interest accrued on the Tranche 1 Notes or the Tranche 2 Notes is converted to Shares; and
3. no Options are exercised and no other Shares are issued prior to conversion of the Tranche 1 Notes or the Tranche 2 Notes.

Conversion Price	Percentage of Tranche 1 Notes Converted	Number of Shares issued on conversion of Tranche 1 Notes	Number of Shares issued on conversion of all Tranche 2 Notes	Issued Share Capital <sup>1</sup>	Increase in issued Share Capital <sup>2</sup>	Dilution effect on existing Shareholders
\$0.007	100%	571,428,571	285,714,286	2,239,763,983	2,525,478,269	11.31%
\$0.007	75%	428,571,429	285,714,286	2,096,906,841	2,382,621,126	11.99%
\$0.007	50%	285,714,286	285,714,286	1,954,049,698	2,239,763,983	12.76%
\$0.007	25%	142,857,143	285,714,286	1,811,192,555	2,096,906,841	13.63%
\$0.007	0%	0	285,714,286	1,668,335,412	1,954,049,698	14.62%

**Notes**

1. This figure comprises 1,668,335,412 Shares currently on issue as at the date of this Notice of Meeting in addition to the number of Shares to be issued on conversion of the relevant percentage of Tranche 1 Notes converted.
2. This figure comprises 1,668,335,412 Shares currently on issue as at the date of this Notice of Meeting in addition to the number of Shares to be issued on conversion of the relevant percentage of Tranche 1 Notes converted and 285,714,286 Shares to be issued in the event that all Tranche 2 Notes are converted.

The Company notes that the above workings are an example only and the actual dilutionary effect to existing Shareholders may differ depending on (amongst other things) the number of Convertible Notes converted and the amount of interest converted as elected by Note Holders.

---

## GLOSSARY

---

**\$** means Australian dollars.

**AEST** means Australian Eastern Daylight Time as observed in Sydney, New South Wales.

**ASX** means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange, as the context requires.

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

**Board** means the current board of Directors of the Company.

**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 chair of the Meeting.

**Company** means Fremont Petroleum Corporation Ltd (ACN 114 198 471).

**Constitution** means the Company's constitution.

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

**Directors** means the current directors of the Company.

**Existing Mortgage** means the existing mortgage(s) that has been granted by the Guarantors in favour of ANB Bank over the US Assets.

**Explanatory Statement** means the explanatory statement accompanying this Notice.

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

**Notice** or **Notice of Meeting** means this notice of general meeting including the Explanatory Statement and the Proxy Form.

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

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

**Resolutions** means the resolutions set out in the Notice, or any one of them, as the context requires.

**Section** means a section of the Explanatory Statement.

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

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

**US Assets** means:

- (a) a 100% working interest in the Pathfinder oil and gas property, which is held Ausco Petroleum Inc. under a sublease with Prize Energy Resources, L.P., wholly owned by Ciramex Energy Co.; and
- (b) a 50% interest in a joint venture interest held by Kentucky Exploration Inc.

---

**SCHEDULE 1 – TERMS AND CONDITIONS OF CONVERTIBLE NOTES**

---

The key terms and conditions of the Convertible Notes are set out below:

(a) **Face Value**

Each Convertible Note has a face value of \$0.007.

(b) **Interest**

Upon issue each Convertible Note will accrue interest at the rate of:

- (i) 1.5% per month during the period of 4 months commencing on the issue date; or
- (ii) 2.5% per month during the Grace Period (defined below); or
- (iii) 2.5% per month if an event of default is subsisting,

on the face value of the Convertible Note including the accrued/compound interest, which will be calculated daily, compounded monthly and payable from and including the issue date until and including the date the Convertible Note is converted or redeemed.

(c) **Maturity Date**

4 months from the issue date of the Tranche 1 Notes or the Tranche 2 Notes, as applicable (**Maturity Date**).

(d) **Conversion Right**

A Note Holder may at its option convert all or some of the Convertible Notes held by the Note Holder and, at the election of the Note Holder, any interest that has accrued in respect of those Convertible Notes, at the Maturity Date.

(e) **Conversion Rate**

The Convertible Notes are convertible into Shares as set out below:

$$\text{Number of Shares} = \frac{\text{Face Value of the Convertible Note plus accrued interest then due and payable in respect of that Convertible Note (if elected to be converted by the Note Holder)}}{\text{Conversion Price (\$0.007)}}$$

(f) **Shares issued on Conversion**

All Shares issued upon conversion of the Convertible Notes will rank in all respects equally with the then existing Shares of the Company and will rank for dividends declared by the Company on its Shares after the date of conversion of the Convertible Notes.

(g) **Redemption**

Unless the Convertible Notes have been, or are to be, converted under the terms and conditions of the Convertible Notes, all of the Convertible Notes held by each

For personal use only

Note Holder must be redeemed by the Company, at the election of the Note Holder, on the earlier of:

- (i) the occurrence of an event of default; or
- (ii) the Maturity Date,

provided in each case that the Note Holder has given the Company a written redemption notice.

(h) **Grace Period**

In the event that the Note Holder gives the Company a redemption notice on the Maturity date, the Company will have 3 months from the date of receipt of the redemption notice to redeem the Convertible Notes (**Grace Period**).

(i) **Rights of Note Holders**

The Convertible Notes do not (until converted into Shares) confer on the Note Holder any right as a member or shareholder of the Company, including voting rights.

(j) **Participation in Offers**

Note Holders are entitled to participate in future issues of Shares prior to conversion on the same basis as Shareholders as though conversion had taken place.

(k) **Reorganisation of Capital**

If the Company reorganises its capital, the conversion rate or the conversion price or both will be adjusted in accordance with the ASX Listing Rules applicable at the time of the reorganisation, and so that Note Holders will not receive a benefit that Shareholders do not receive.

(l) **Transferability**

Subject to the ASX Listing Rules, the ASX Settlement Operating Rules and the Corporations Act, the Convertible Notes are transferable at any time.

(m) **Restriction on Issue of Shares**

The Company will not be under any obligation to issue Shares to a Note Holder on conversion of Convertible Notes if that Note Holder would acquire a relevant interest in the Company exceeding 20%.

(n) **Security**

The Convertible Notes are secured by the Security.

**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](http://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 12pm (Sydney Time) on Wednesday 18 December 2019.**

### 🖥 TO VOTE ONLINE

### 📱 BY SMARTPHONE

**STEP 1: VISIT** <https://www.votingonline.com.au/fplegm2019>

**STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)**

**STEP 3: Enter your Voting Access Code (VAC):**



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 **12pm (Sydney Time) on Wednesday 18 December 2019.** 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/fplegm2019>
- 📠 **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.

# Fremont Petroleum Corporation Limited

ACN 114 198 471

## 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 Fremont Petroleum Corporation Ltd (Company) 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 General Meeting of the Company to be held at **Boardroom Pty Limited, Level 12, Grosvenor Place, 225 George Street, Sydney NSW 2000 on Friday, 20 December 2019 at 12pm (Sydney Time)** 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.

The Chair of the Meeting will vote all undirected proxies in favour of all Items of business. 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	Ratification of Stage One Issue of Tranche 1 Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Approval of Stage Two issue of Tranche 1 Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Approval to Issue Tranche 2 Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Approval to Issue Shares on Conversion of Interest	<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 / / 2019