

**Peninsula Energy Limited  
ACN 062 409 303**

**Notice of General Meeting**

**The General Meeting of the Company will be held as follows:**

**Time and date: 10.00am (AWST) on Thursday, 2 July 2026**

**Location: BDO  
Jarrah Room  
Level 9  
Mia Yellagonga Tower 2  
5 Spring Street  
PERTH WA 6000**

The Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their suitably qualified advisor prior to voting.

**Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by telephone on (08) 9380 9920.**

**Shareholders are urged to vote by lodging the Proxy Form**

**Peninsula Energy Limited**  
**ACN 062 409 303**  
**(Company)**

**Notice of General Meeting**

Notice is hereby given that a general meeting of Shareholders of Peninsula Energy Limited (**Company**) will be held at BDO, Jarrah Room, Level 9, Mia Yellagonga Tower 2, 5 Spring Street, Perth WA on 2 July 2026 at 10.00am (AWST) (**Meeting**).

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

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on 30 June 2026 at 10.00am (AWST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

**Agenda**

**1 Resolutions**

**Resolution 1 – Ratification of prior issue of Placement Shares**

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

*‘That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 62,400,844 Placement Shares under Listing Rule 7.1 on the terms and conditions in the Explanatory Memorandum.’*

**Resolution 2 – Approval of issue of Director Placement Shares**

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

*‘That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of Director Placement Shares as follows:*

- (a) *up to 57,143 Director Placement Shares to Tejal Magan; and*
- (b) *up to 71,429 Director Placement Shares to Keith Bowes,*

*(or their respective nominee/s), on the terms and conditions in the Explanatory Memorandum.’*

## Resolution 3 – Approval to issue Convertible Note and Conversion Shares

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

*'That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of the Convertible Note and approximately 119,047,619 Conversion Shares to the Noteholder (or its nominee/s), and otherwise on the terms and conditions set out in the Explanatory Memorandum.'*

## Resolution 4 – Ratification of prior issue of Detachable Warrants

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

*'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 10,786,125 Detachable Warrants, on the terms and conditions in the Explanatory Memorandum.'*

## 2 Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of:

- (a) **Resolution 1:** by or on behalf of any person who participated in the issue of the Placement Shares, or any of their respective associates, or their nominees.
- (b) **Resolution 2(a):** by or on behalf of Tejal Magan (or her nominee/s), and any other person who will obtain a material benefit as a result of the issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (c) **Resolution 2(b):** by or on behalf of Keith Bowes (or his nominee/s), and any other person who will obtain a material benefit as a result of the issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
- (d) **Resolution 3:** by or on behalf of SP Financing 1 Pty Limited, Soul Patts and any other person who is expected to participate in the issue, or 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 any of their respective associates.
- (e) **Resolution 4:** by or on behalf of Soul Patts, and any other person who participated in the issue of the Detachable Warrants, or any of their respective associates, or their nominees.

The above voting exclusions do not apply to a vote cast in favour of the relevant Resolution by:

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

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

**BY ORDER OF THE BOARD**

**Jonathan Whyte**  
**Company Secretary**  
**Peninsula Energy Limited**

**Dated:** 26 May 2026

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**Peninsula Energy Limited**  
**ACN 062 409 303**  
**(Company)**

**Explanatory Memorandum**

**1. Introduction**

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at BDO, Jarrah Room, Level 9, Mia Yellagonga Tower 2, 5 Spring Street, Perth WA on 2 July 2026 at 10.00am (AWST).

The Explanatory Memorandum forms part of the Notice which should be read in its entirety. The Explanatory Memorandum contains the terms and conditions on which the Resolutions will be voted.

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 2	Action to be taken by Shareholders
Section 3	Background to Resolutions
Section 4	Resolution 1 – Ratification of prior issue of Placement Shares
Section 5	Resolution 2(a) to (b) (inclusive) – Approval of issue of Director Placement Shares
Section 6	Resolution 3 – Approval to issue Convertible Note and Conversion Shares
Section 7	Resolution 4 – Ratification of prior issue of Detachable Warrants
Schedule 1	Definitions
Schedule 2	Terms and conditions of Soul Patts Facility
Schedule 3	Terms and conditions of Detachable Warrants

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## 2. Action to be taken by Shareholders

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

### 2.1 Voting in person

To vote in person, attend the Meeting on the date and at the place set out above.

### 2.2 Voting by a corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

### 2.3 Voting by proxy

A Proxy Form has been made available with 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.

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

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);
- (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;
- (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).

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

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- (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;
  - (b) the appointed proxy is not the chair of the meeting;
  - (c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA on the resolution; and
  - (d) either the proxy is not recorded as attending the meeting or 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.

Your proxy voting instruction must be received by 10.00am (AWST) on 30 June 2026, being not later than 48 hours before the commencement of the Meeting.

#### **2.4 Chair's voting intentions**

The Chair intends to exercise all available proxies in favour of all Resolutions, unless the Shareholder has expressly indicated a different voting intention. In exceptional circumstances, the Chair of the Meeting may change their voting intention on any Resolution, in which case an ASX announcement will be made.

#### **2.5 Submitting questions**

Shareholders may submit questions in advance of the Meeting to the Company.

Questions must be submitted by emailing the Company Secretary at [info@pel.net.au](mailto:info@pel.net.au) at least 5 Business Days before the Meeting.

Shareholders will also have the opportunity to submit questions during the Meeting in respect to the formal items of business. In order to ask a question during the Meeting, please follow the instructions from the Chair.

The Chair will attempt to respond to the questions during the Meeting. The Chair will request prior to a Shareholder asking a question that they identify themselves (including the entity name of their shareholding and the number of Shares they hold).

### 3. Background to Resolutions

#### 3.1 Equity raising

On 14 May 2026, the Company announced its intention to conduct a fully underwritten equity raising comprising:

- (a) a placement to raise approximately A\$21.8 million (before costs) via the issue of new Shares at A\$0.35 per new Share (**Placement**); and
- (b) an accelerated non-renounceable entitlement offer to raise approximately A\$14.2 million (before costs) on a 1 for 11 basis at an issue price of A\$0.35 per new Share (**Entitlement Offer**),

(together, the **Equity Raising**).

Key to the Equity Raising was a pre-commitment from Washington H. Soul Pattinson and Company Limited (**Soul Patts**), to subscribe for new Shares under the Placement and institutional component of the Entitlement Offer of up to A\$10.4 million (before costs). Soul Patts has also agreed to sub-underwrite up to A\$4 million (before costs) of the retail component of the Entitlement Offer.

On 18 May 2026, the Company announced that it had received firm commitments from sophisticated and professional investors to raise approximately A\$21.8 million (before costs) via the issue of 62,400,844 new Shares (**Placement Shares**) at an issue price of A\$0.35 per Placement Share. The Placement Shares were issued without prior Shareholder approval in reliance on the Company's available placement capacity under Listing Rule 7.1 and a standard supersize waiver granted by ASX (**Super Size Waiver**).

In addition to the above, Directors, Keith Bowes and Tejal Magan have also agreed to subscribe for an aggregate of up to 128,572 new Shares under the Placement (**Director Placement Shares**). The issue of these Director Placement Shares is subject to Shareholder approval at this Meeting under Resolution 2(a) and Resolution 2(b).

The Equity Raising is lead managed and fully underwritten by Canaccord Genuity (Australia) Limited (ACN 075 071 466) (**Canaccord**) and Shaw and Partners Limited (ACN 003 221 583) (**Shaw**) (together, the **Underwriters**).

#### 3.2 Debt facility

In connection with the Equity Raising, the Company also announced that it had entered into a binding terms sheet with SP Financing 1 Pty Limited (**Noteholder**), an affiliate of Soul Patts, for a US\$30,000,000 senior secured convertible note facility (**Soul Patts Facility**).

The Soul Patts Facility is a debt facility and is not capable of conversion into Shares without the prior receipt of Shareholder approval. If the Shareholder approval is not valid at the time of exercise of the conversion rights in the Soul Patts Facility, the exercise of the conversion will be satisfied by way of cash-settlement by the Company to Soul Patts based on the higher of the Company's 30-day and 60-day VWAP in lieu of delivering Shares, subject to a minimum floor of 100% of the Principal Amount subject to conversion. Accordingly, assuming Shareholders approve Resolution 3, the Company will issue the Convertible Note representing the Soul Patts Facility and, on conversion, the Company may issue approximately 119,047,619 Shares (**Conversion Shares**), subject to adjustments to the conversion price on customary terms as summarised in Schedule 2. For further information see Section 6.

A summary of the material terms of the Soul Patts Facility is set out in Schedule 2. The Company and the Noteholder are required to execute a definitive investor facility agreement giving effect to the terms in the binding terms sheet within 10 business days of the date of execution of the binding terms sheet (or as extended by agreement between the parties). While an advanced draft of that facility agreement has been exchanged between the parties, and reflects terms that are materially consistent with those set out in Schedule 2, negotiation and finalisation of that agreement may result in terms that differ, in certain respects, from the disclosure contained in this Notice. Such differences could include, without limitation, variations to drawdown conditions, repayment mechanics, representations and warranties, events of default, or other covenants and undertakings that affect the Company's obligations and flexibility under the Soul Patts Facility. The Company will comply with its continuous disclosure obligations and will notify Shareholders of any material differences between the executed definitive agreement and the disclosure in Schedule 2 in accordance with applicable law.

### **3.3 Detachable Warrants**

As part of the Soul Patts Facility, the Company has also agreed to issue 10,786,125 new detachable warrants to Soul Patts (**Detachable Warrants**), the subject of Resolution 4.

The Detachable Warrants were issued without prior Shareholder approval in reliance on the Company's available placement capacity under Listing Rule 7.1. For further information see Section 7.

A summary of the key terms of the Detachable Warrants is set out in Schedule 3.

## **4. Resolution 1 – Ratification of prior issue of Placement Shares**

### **4.1 General**

The background to the Placement, including the issue of the Placement Shares is set out in Section 3.1 above.

Resolution 1 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Placement Shares.

### **4.2 Listing Rules 7.1 and 7.4**

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

The issue of the Placement Shares does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been ratified by Shareholders, effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1.

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

If Resolution 1 is passed, 62,400,844 Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 1 is not passed, 62,400,844 Placement Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 62,400,844 Equity Securities for the 12-month period following the issue of those Placement Shares.

The Company confirms that Listing Rule 7.1 (as amended by the Super Size Waiver) was not breached at the time the Placement Shares were agreed to be issued.

#### **4.3 Specific information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Placement Shares:

- (a) The Placement Shares were issued to new and existing sophisticated and institutional investors, none of whom is a related party of the Company or, other than as detailed below, a Material Investor. The recipients of the Placement Shares were identified through a bookbuild process, which involved the Company and the Underwriters seeking expressions of interest to participate in the Placement from new and existing contacts of the Company and clients of the Underwriters.
- (b) A total of 62,400,844 Placement Shares were issued under Listing Rule 7.1.
- (c) The Placement Shares are fully paid and rank equally in all respects with the Company's existing Shares on issue.
- (d) The Placement Shares were issued on 25 May 2026 at an issue price of A\$0.35 per Share.
- (e) Funds will be used to accelerate the development of Mine Unit 5 at the Lance Project in Wyoming USA, which represents the first stage of Peninsula's Horizon 3 growth strategy, as well as construction of a new deep disposal well, repayment of the remaining US\$4.2 million existing corporate debt, working capital and corporate costs.
- (f) There are no other material terms to the agreement for the subscription of the Placement Shares.
- (g) A voting exclusion statement is included in the Notice.

#### **4.4 Additional information**

Resolution 1 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 1.

### **5. Resolution 2(a) to (b) (inclusive) – Approval of issue of Director Placement Shares**

#### **5.1 General**

The background to the Placement, including the proposed issue of Director Placement Shares is set out in Section 3.1.

Keith Bowes and Tejal Magan wish to participate in the Placement to the extent set out below:

Director	Amount committed to the Placement (\$)	Director Placement Shares
Keith Bowes	\$25,000	71,429
Tejal Magan	\$20,000	57,143

Resolution 2(a) and (b) (inclusive) seek the approval of Shareholders pursuant to Listing Rule 10.11 for the issue of the Director Placement Shares in the proportions set out above.

## 5.2 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue Equity Securities to any of the following persons without the approval of Shareholders:

- (a) a related party (Listing Rule 10.11.1);
- (b) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (30%+) in the company (Listing Rule 10.11.2);
- (c) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial holder (10%+) in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so (Listing Rule 10.11.3);
- (d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or
- (e) a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 or 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders (Listing Rule 10.11.5).

The Directors are related parties of the Company by virtue of being directors of the Company.

Shareholder approval pursuant to Listing Rule 10.11 is therefore required unless an exception applies. It is the view of the Board that the exceptions set out in Listing Rule 10.12 do not apply in the current circumstances.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Placement Shares as approval is being obtained under Listing Rule 10.11. Accordingly, the issue of these Director Placement Shares to Keith Bowes and Tejal Magan (or their respective nominee/s) will not be included in the Company's 15% placement capacity pursuant to Listing Rule 7.1.

The effect of Shareholders passing Resolution 2(a) and (b) (inclusive) will be to allow the Company to issue the Director Placement Shares, raising a further A\$45,000 (before costs) under the Placement.

If any of Resolution 2(a) and (b) (inclusive) is not passed, the Company will not be able to proceed with the issue of the relevant Director Placement Shares for which approval was not obtained and will not receive the relevant proceeds committed by that Director.

## 5.3 Specific information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in

relation to the proposed issue of the Director Placement Shares:

- (a) The Director Placement Shares will be issued to Keith Bowes and Tejal Magan (or their respective nominee/s) , in the proportions set out in Section 5.1.
- (b) Keith Bowes and Tejal Magan fall into the category stipulated by Listing Rule 10.11.1. In the event the Director Placement Shares are issued to a nominee of Keith Bowes and Tejal Magan, that nominee will fall into the category stipulated by Listing Rule 10.11.4.
- (c) A maximum of 128,572 Director Placement Shares will be issued.
- (d) The Director Placement Shares will be fully paid and rank equally in all respects with the Company's existing Shares on issue.
- (e) The Director Placement Shares will be issued no later than 1 month after the date of the Meeting.
- (f) The Director Placement Shares will be issued at A\$0.35 per Share, being the same price as those Placement Shares issued to non-related party participants in the Placement.
- (g) A summary of the intended use of funds raised from the Placement is set out in Section 4.3(e) above.
- (h) The proposed issue of the Director Placement Shares is not intended to remunerate or incentivise the Directors.
- (i) There are no other material terms to the proposed issue of the Director Placement Shares.
- (j) A voting exclusion statement is included in the Notice.

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

In accordance with Chapter 2E of the Corporations Act, in order to give a financial benefit to a related party, the Company must:

- (a) obtain Shareholder approval in the manner set out in sections 217 to 227 of the Corporations Act;
- (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 proposed issue of the Director Placement Shares constitutes giving a financial benefit to related parties of the Company.

The Board (with Keith Bowes and Tejal Magan abstaining) considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Director Placement Shares because the Director Placement Shares will be issued on the same terms as those Shares issued to non-related party participants in the Placement and as such the giving of the financial benefit is on arm's length terms.

## 5.5 Additional information

Resolution 2(a) and (b) (inclusive) are each separate ordinary resolutions.

The Board, other than Keith Bowes and Tejal Magan, recommend that Shareholders vote in favour of Resolution 2(a) and (b) (inclusive).

## 6. Resolution 3 – Approval to issue Convertible Note and Conversion Shares

### 6.1 General

The background to the proposed issue of the Convertible Note and Conversion Shares is in Section 3.2.

Resolution 3 seeks Shareholder approval pursuant to Listing Rule 7.1 for the issue of the Convertible Note and approximately 119,047,619 Conversion Shares to the Noteholder (or its nominee/s), subject to customary adjustments to the conversion price. A summary of the material terms of the Soul Patts Facility is in Schedule 2.

### 6.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is in Section 4.2.

The effect of Shareholders passing Resolution 3 will be to allow the Company to issue the Convertible Note and Conversion Shares to the Noteholder (or its nominee/s).

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of the Convertible Note and Conversion Shares and the Soul Patts Facility will remain a debt facility not capable of conversion into Conversion Shares and any exercise will be satisfied by way of cash-settlement by paying the Cash Settlement Amount for the converted amount of the Principal Amount in lieu of delivering Conversion Shares.

### 6.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Convertible Note and the Conversion Shares:

- (a) The Conversion Shares will be issued to the Noteholder (or its nominee/s), who is not a related party of the Company.

The Company advises that the Noteholder, an associate of substantial shareholder Soul Patts (as a result of their participation in the Equity Raising), may be issued up to 119,047,619 Conversion Shares, which comprises more than 1% of the Company's current issued capital. Accordingly, the Noteholder is considered to be a Material Investor in accordance with paragraph 7.2 of ASX Guidance Note 21.

- (b) Approximately 119,047,619 Conversion Shares will be issued to the Noteholder, subject to adjustments to the conversion price on customary terms as summarised in Schedule 2. Accordingly, the maximum number of Conversion Shares that may actually be issued on conversion of the Soul Patts Facility may be greater than 119,047,619, to the extent the conversion price is adjusted downward in accordance with the customary adjustment mechanisms applicable to the Soul Patts Facility. For further information see Schedule 2.

To the extent that the issue of any Conversion Shares would cause a contravention of section 606(1) of the Corporations Act, any exercise of the Convertible Note will be cash-settled by paying the Cash Settlement Amount in lieu of delivering Conversion Shares, unless Shareholder approval under item 7 of section 611 of the Corporations Act is obtained.

- (c) The Soul Patts Facility will convert at a price of A\$0.35 (subject to adjustments to the conversion price on customary terms as summarised in Schedule 2) and the Conversion Shares will rank equally in all respects with the Company's existing Shares on issue.
- (d) The Conversion Shares will be issued no later than 3 months after the date of the Meeting and, if any of the Conversion Shares are not issued within that period, the Company may seek a further Shareholder approval prior to the maturity date.
- (e) A summary of the material terms of the Soul Patts Facility is in Schedule 2. The Company and the Noteholder are required to execute a definitive investor facility agreement giving effect to the terms in the binding terms sheet within 10 business days of the date of the binding terms sheet (or as extended by agreement between the parties). While an advanced draft of that facility agreement has been exchanged between the parties, and reflects terms that are materially consistent with those set out in Schedule 2, negotiation and finalisation of that agreement may result in terms that differ, in certain respects, from the disclosure contained in this Notice. Such differences could include, without limitation, variations to drawdown conditions, repayment mechanics, representations and warranties, events of default, or other covenants and undertakings that affect the Company's obligations and flexibility under the Soul Patts Facility.
- (f) A voting exclusion statement is included in the Notice.

#### **6.4 Additional information**

Resolution 3 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 3.

### **7. Resolution 4 – Ratification of prior issue of Detachable Warrants**

#### **7.1 General**

The background to the issue of the Detachable Warrants is set out in Section 3.3 above.

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Detachable Warrants.

#### **7.2 Listing Rules 7.1 and 7.4**

A summary of Listing Rules 7.1 and 7.4 is in Section 4.2.

The issue of the Detachable Warrants does not fit within any of the exceptions to Listing Rule 7.1 and, as it has not yet been approved by Shareholders, effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue of the Detachable Warrants.

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

The effect of Shareholders passing Resolution 4 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% additional placement capacity set out in Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

If Resolution 4 is passed, 10,786,125 Detachable Warrants will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 4 is not passed, 10,786,125 Detachable Warrants will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 10,786,125 Equity Securities for the 12 month period following the issue of the Detachable Warrants.

### **7.3 Specific information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Detachable Warrants:

- (a) The Detachable Warrants were issued to Soul Patts (or its nominee/s), who is not a related party or Material Investor of the Company.
- (b) A total of 10,786,125 Detachable Warrants were issued under Listing Rule 7.1.
- (c) The Detachable Warrants were issued on 19 May 2026 for nil cash consideration and in connection with the Soul Patts Facility. Accordingly, nil funds will be raised by their issue.
- (d) A summary of the material terms of the Detachable Warrants is in Schedule 3.
- (e) Other than as set out in Schedule 2, there are no other material terms to the agreement to issue the Detachable Warrants.
- (f) A voting exclusion statement is included in the Notice.

### **7.4 Additional Information**

Resolution 4 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 4.

# Schedule 1 Definitions

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

<b>\$ or A\$</b>	means Australian Dollars.
<b>ASX</b>	means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
<b>AWST</b>	means Australian Western Standard Time, being the time in Perth, Western Australia.
<b>Board</b>	means the board of Directors.
<b>Business Days</b>	means a day on which banks are open for business in Perth, Western Australia, other than a Saturday, Sunday or public holiday.
<b>Canaccord</b>	has the meaning given to it in Section 3.1.
<b>Cash Settlement Amount</b>	has the meaning given to it in Schedule 2.
<b>Chair</b>	means the person appointed to chair the Meeting of the Company convened by the Notice.
<b>Company</b>	means Peninsula Energy Limited (ACN 062 409 303).
<b>Constitution</b>	means the constitution of the Company, as amended.
<b>Conversion Shares</b>	has the meaning given to it in Section 3.2.
<b>Convertible Note</b>	means the convertible equity security representing the Soul Patts Facility.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth), as amended.
<b>Detachable Warrants</b>	means the 10,786,125 new detachable warrants that the Company has issued to Soul Patts, as defined in Section 3.3.
<b>Detachable Warrant Exercise Price</b>	has the meaning given to it in Schedule 3.
<b>Detachable Warrant Exercise Ratio</b>	has the meaning given to it in Schedule 3.
<b>Detachable Warrant Expiry Date</b>	has the meaning given to it in Schedule 3.
<b>Director</b>	means a director of the Company.
<b>Director Placement Shares</b>	has the meaning given to it in Section 3.1.
<b>Entitlement Offer</b>	has the meaning given to it in Section 3.1.

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<b>Equity Raising</b>	has the meaning given to it in Section 3.1.
<b>Equity Security</b>	has the same meaning as in the Listing Rules.
<b>Explanatory Memorandum</b>	means the explanatory memorandum which forms part of the Notice.
<b>Key Management Personnel</b>	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) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.
<b>Lance Project</b>	means the Company's uranium project located in Wyoming, USA.
<b>Listing Rules</b>	means the listing rules of ASX.
<b>Material Investor</b>	means, in relation to the Company: <ul style="list-style-type: none"> <li>(a) a related party;</li> <li>(b) Key Management Personnel;</li> <li>(c) a substantial Shareholder;</li> <li>(d) an advisor; or</li> <li>(e) an associate of the above,</li> </ul> who received or will receive Securities in the Company which constitute more than 1% of the Company's capital structure at the time of issue.
<b>Meeting</b>	has the meaning given in the introductory paragraph of the Notice.
<b>Noteholder</b>	has the meaning given to it in Section 3.2.
<b>Notice</b>	means this notice of general meeting.
<b>Offer Price</b>	means a price of A\$0.35 per Share.
<b>Option</b>	means an option to acquire a Share.
<b>Performance Rights</b>	means performance rights to acquire Shares.
<b>Placement</b>	has the meaning given to it in Section 3.1.
<b>Placement Shares</b>	has the meaning given to it in Section 3.1.
<b>Principal Amount</b>	has the meaning given to it in Schedule 2.
<b>Proxy Form</b>	means the proxy form made available with the Notice.
<b>Resolution</b>	means a resolution referred to in the Notice.

<b>Schedule</b>	means a schedule to the Notice.
<b>Section</b>	means a section of the Explanatory Memorandum.
<b>Securities</b>	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
<b>Share</b>	means a fully paid ordinary share in the capital of the Company.
<b>Shareholder</b>	means the holder of a Share.
<b>Shaw</b>	has the meaning given to it in Section 3.1.
<b>Soul Patts</b>	has the meaning given to it in Section 3.1.
<b>Soul Patts Facility</b>	has the meaning given to it in Section 3.2.
<b>Super Size Waiver</b>	has the meaning given to it in Section 3.1.
<b>Underwriters</b>	has the meaning given to it in Section 3.1.
<b>Warrantholder</b>	has the meaning given to it in Schedule 3.

## Schedule 2 Terms and conditions of Soul Patts Facility

The following is a summary of the material terms and conditions of the Soul Patts Facility.

**Important note:** The Company and the Noteholder are required to execute a definitive investor facility agreement giving effect to the terms in the binding terms sheet within 10 business days of the date of the binding terms sheet (or as extended by agreement between the parties). While an advanced draft of that facility agreement has been exchanged between the parties and reflects terms that are materially consistent with those set out in this Schedule 2, negotiation and finalisation of that agreement may result in terms that differ, in certain respects, from the disclosure contained in this Notice. Such differences could include, without limitation, variations to drawdown conditions, repayment mechanics, representations and warranties, events of default, or other covenants and undertakings that affect the Company's obligations and flexibility under the Soul Patts Facility. The Company will comply with its continuous disclosure obligations and will notify Shareholders of any material differences between the executed definitive agreement and the disclosure in this Schedule 2 in accordance with applicable law.

<b>Issuer / Company</b>	Company
<b>Guarantors</b>	Guarantees from all subsidiaries of the Company other than: (a) Peninsula Uranium Limited; (b) Tasman RSA Holdings (Pty) Ltd; (c) Tasman Lukisa JV Company (Pty) Ltd.
<b>Facility</b>	US\$30,000,000 senior secured convertible note facility ( <b>Principal Amount</b> ). Direct, unconditional, unsubordinated and secured obligations of the Issuer.
<b>Tenor</b>	3 years from drawdown.
<b>Drawing</b>	All of the Principal Amount must be drawn down (in a single drawing) during the Availability Period.
<b>Availability Period</b>	The period commencing on the date of the facility agreement and ending on 31 July 2026.
<b>Purpose</b>	(a) Development capex and other general corporate purposes; (b) fees, interest, costs and expenses in connection with the Facility; and (c) refinancing of any remaining senior secured debt.
<b>Interest</b>	13.5% fixed per annum, payable quarterly in arrears. The Company may elect to pay up to 30% of each quarterly interest payment in Shares (in lieu of cash), issued at a 7.5% discount to the 10-day VWAP at each interest payment date.
<b>Security</b>	First ranking security over all assets of the Company and the Guarantors.
<b>Upfront Fee</b>	1% of the Principal Amount, payable in cash on first draw (or, if the drawdown is not completed for any reason and the non-utilisation fee is payable (see below), payable on 31 July 2026).
<b>Non-utilisation fee</b>	If the drawdown is not completed for any reason by the end of the Availability Period (other than due to certain circumstances not attributable to any act or omission of the Company), a non-utilisation fee of US\$4,350,000 (being equivalent to 12 months interest on the Principal Amount at 13.5% per annum and the upfront fee of 1% on the Principal Amount) is payable by the Company on 31 July 2026.

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<b>Repayment</b>	Bullet repayment at maturity of the Soul Patts Facility not yet converted at 100% of the Principal Amount, together with payment of all accrued and unpaid interest and any other outstanding amounts (including any make-whole amount).
<b>Call Protection / Make Whole</b>	Make whole to apply to any prepayment or repayment made in the first 24 months. Make whole equal to the interest that would have otherwise been payable on the amount prepaid or repaid between the date the prepayment or repayment is made or required and the end of the 24 month non-call period.
<b>Redemption at the option of Noteholders</b>	<ul style="list-style-type: none"> <li>• <b>Change of Control Put</b> – at 101% of the outstanding Principal Amount, together with any accrued but unpaid interest and any other outstanding amounts (including any make-whole amount) up to (but excluding) the redemption date, if there occurs a change of control of the Company.</li> <li>• <b>Delisting Put</b> – at 101% of the outstanding Principal Amount, together with any accrued but unpaid interest and any other outstanding amounts (including any make-whole amount) up to (but excluding) the redemption date, if the Shares: <ul style="list-style-type: none"> <li>○ cease to be quoted, listed or admitted to trading on the ASX; or</li> <li>○ are suspended from trading on the ASX for a period of more than 30 consecutive dealing days.</li> </ul> </li> </ul> <p>The parties agree that review events will be triggered in accordance with the following thresholds, linked to the production of uranium captured on resin:</p> <ul style="list-style-type: none"> <li>• CY26 production &lt; 0.25Mlbs i.e. 37.5% lower than bottom end of guidance;</li> <li>• CY27 production &lt; 0.40Mlbs. Also tested upon 1H27 production and triggered if run-rate is below this number (i.e. &lt;0.20Mlbs);</li> <li>• CY28 production &lt;0.40Mlbs. Also tested upon 1H28 production and triggered if run-rate is below this number (i.e. &lt;0.20Mlbs).</li> </ul>
<b>Conversion Terms</b>	<p>All or some of the Principal Amount may be converted on one or more occasions, at the election of the Noteholder. The below conversion rights are exercisable during the period between the day occurring 6 months after the date of drawdown under the Soul Patts Facility and the maturity of the Soul Patts Facility.</p> <ul style="list-style-type: none"> <li>• <b>If Shareholders approve Resolution 3:</b> The convertible notes are convertible into Shares at a conversion price equal to A\$0.35, subject to customary adjustments (as detailed below) and compliance with the ASX Listing Rules and Corporations Act. To the extent that the issue of any Shares on conversion of the convertible notes would cause a contravention of section 606(1) of the Corporations Act, any exercise of the conversion rights will be cash-settled by paying the Cash Settlement Amount for each converted convertible note in lieu of delivering Shares, unless Shareholder approval under item 7 of section 611 of the Corporations Act is obtained.</li> </ul> <p><b>Cash Settlement Amount</b> means the amount to be calculated based on the higher of the volume weighted average price of the Shares over a 30 trading day period or a 60 trading day period,</p>

	<p>subject to a minimum floor of 100% of the Principal Amount subject to conversion.</p> <ul style="list-style-type: none"> <li>• <b>If Shareholders do not approve Resolution 3:</b> The Soul Patts Facility will remain a debt facility not capable of conversion into Shares and any exercise of the conversion rights will be satisfied by way of cash-settlement by paying the Cash Settlement Amount for the converted amount of the Principal Amount in lieu of delivering Shares.</li> </ul>
<b>Adjustment Rules</b>	<p>The conversion price may be adjusted in the event of (without limitation):</p> <ul style="list-style-type: none"> <li>• any consolidation, reclassification, redesignation or subdivision of Shares, or any bonus issue of Shares;</li> <li>• any capitalisation of profits or reserves;</li> <li>• any dividend on Shares;</li> <li>• any rights issue of Shares or other securities carrying the right to acquire Shares, where the issue price per Share is less than 95% of the then current market price of the Shares at the relevant time; and</li> <li>• any issuance of new Shares or other securities carrying the right to acquire Shares (other than pursuant to a rights issue), where the issue price per Share is less than 95% of the then current market price of the Shares at the relevant time.</li> </ul>
<b>Detachable Warrants</b>	<p>The Noteholder (or its nominated affiliate) will be issued Detachable Warrants within 5 business days of the date of the binding term sheet.</p>
<b>Conditions to drawdown</b>	<p>Drawdown is subject to customary conditions precedent, including:</p> <ul style="list-style-type: none"> <li>• execution of facility agreement and security documents by each party;</li> <li>• amounts owing under the existing debt facility announced by the Company in July 2025 have been fully and irrevocably repaid or converted into fully paid ordinary shares in the Company, such that no principal, interest, make-whole amount, redemption premium or other amount remains outstanding thereunder;</li> <li>• supplementary due diligence, satisfactory legal opinion from the Company's US counsel regarding enforceability and good standing of the tenements related to the Lance Project, and customary legal opinion from Soul Patts' Australian and US legal counsel;</li> <li>• the Company cleansing the Shares into which the convertible notes can be converted by Soul Patts, at the time of drawdown; and</li> <li>• a minimum US\$25m (in AUD equivalent) of proceeds are received from the Equity Raising.</li> </ul>
<b>Other terms</b>	<p>Customary representations, undertakings (including negative pledge, no disposals, no other financial indebtedness other than permitted indebtedness, no distributions), events of default (including cross default of US\$2 million or more, loss of key permits, abandonment of operations at Lance Project for more than 60 days), minimum cash balance of US\$6,000,000, and a moratorium on debt or equity raises for 90 calendar days from the date of issue of the Detachable Warrants (with exclusions for the Equity Raising and employee/officer securities).</p>

## Schedule 3 Terms and conditions of Detachable Warrants

The Detachable Warrants entitle the holder (**Warrantholder**) to subscribe for Shares on the following terms and conditions:

- (a) Each Detachable Warrant gives the Warrantholder the right to subscribe for one Share (**Detachable Warrant Exercise Ratio**), subject to adjustment as outlined below.
- (b) The Detachable Warrants will expire 5 years from the issue date of the Warrants (**Detachable Warrant Expiry Date**). Any Detachable Warrant not exercised before the Detachable Warrant Expiry Date will automatically lapse on the Detachable Warrant Expiry Date.
- (c) The Detachable Warrants will each have an exercise price equal to 150% of the Offer Price (**Detachable Warrant Exercise Price**), subject to applicable adjustments and rounded to the nearest 2 decimal places.
- (d) The Warrantholder may exercise its Detachable Warrants by lodging with the Company, before the Detachable Warrant Expiry Date (amongst other things):
  - (i) a written notice of exercise of Warrants specifying the number of Warrants being exercised which must be for at least 500,000 Detachable Warrants, unless there are less than 1,000,000 Detachable Warrants remaining, in which case it must be for all remaining Detachable Warrants able to be exercised; and
  - (ii) a cheque or electronic funds transfer for the Detachable Warrant Exercise Price for the number of Warrants being exercised.
- (e) The Warrantholder may attend general meetings of the Company but the Detachable Warrants do not carry a right to vote at a general meeting of the Company, unless provided for by the Corporations Act.
- (f) All Shares issued upon the exercise of the Detachable Warrants will upon allotment rank pari passu in all respects with other Shares. The Company will apply for official quotation by ASX of all Shares issued upon exercise of the Detachable Warrants.
- (g) The Company will not apply for official quotation of the Detachable Warrants on ASX or any other stock exchange.
- (h) The Detachable Warrants are subject to adjustment in accordance with customary adjustment mechanics including (without limitation) in the event of:
  - (i) any consolidation, reclassification, redesignation or subdivision of Shares, or any bonus issue of Shares;
  - (ii) any capitalisation of profits or reserves;
  - (iii) any dividend on Shares;
  - (iv) any rights issue of Shares or other securities carrying the right to acquire Shares, where the issue price per Share is less than 95% of the then current market price of the Shares at the relevant time;
  - (v) any issuance of new Shares or other securities carrying the right to acquire Shares (other than pursuant to a rights issue), where the issue price per Share is less than 95% of the then current market price of the Shares at the relevant time.

The adjustment rules in this paragraph (h) will apply unless the ASX insists the rules in paragraphs (i), (k) and (l) will apply.

- (i) If the issued capital of the Company is reorganised during the Detachable Warrant Exercise Period, the Detachable Warrants will be re-organised as required by ASX Listing Rule 7.22 at the time of the reorganisation.
- (j) There are no participating rights or entitlements inherent in the Detachable Warrants and the Warrantholder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Detachable Warrants without exercising the Detachable Warrants.
- (k) In the event the Company proceeds with a pro rata issue (except a bonus issue) of securities to Shareholders after the date of issue of the Detachable Warrants, the Detachable Warrant Exercise Price may be reduced in accordance with the formula set out in ASX Listing Rule 6.22.2.
- (l) If the Company makes a bonus issue of Shares or other securities to existing Shareholders, the Detachable Warrant Exercise Ratio will be adjusted in the manner contemplated by Listing Rule 6.22.3.
- (m) If an event or circumstance affecting the Issuer not otherwise referred to above occurs, or if ASX requires amendment to any of the adjustment mechanisms set out above, then the Company must promptly notify the Warrantholder and consult in good faith with the Warrantholder to determine and agree as soon as practicable what adjustment (if any) is fair and reasonable to protect the rights and interests of the Warrantholder taking account of that event or circumstances and the commercial intent of the above terms.
- (n) The Company must give notice of the occurrence of any of the events described in paragraphs (i), (k) and (l) within 10 Business Days of such occurrence.
- (o) The issue of any Shares on conversion of Detachable Warrants is subject to and conditional upon the issue not resulting in any person being in breach of section 606(1) of the Corporations Act. The Company will not be required to seek the approval of shareholders for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on conversion of Detachable Warrants, but may do so at its absolute discretion. If the issue of any Shares on conversion of Detachable Warrants would result in any person being in breach of section 606(1) of the Corporations Act, any proposed exercise of Detachable Warrants will be deferred until such time or times thereafter that the exercise would not result in a contravention of section 606(1) of the Corporations Act.
- (p) The Detachable Warrants are transferable by the Warrantholder to any person in its sole discretion.
- (q) The terms of the Detachable Warrants may only be amended by the Company:
  - (i) with the approval of the Warrantholder; or
  - (ii) in order to comply with the Listing Rules, or any directions of ASX regarding the terms provided that (amongst other things) and subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the Warrantholder are not diminished or terminated.

**LODGE YOUR VOTE**

**ONLINE**  
<https://au.investorcentre.mpms.mufg.com>

**BY MAIL**  
Peninsula Energy Limited  
C/- MUFG Corporate Markets (AU) Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia

**BY FAX**  
+61 2 9287 0309

**BY HAND**  
MUFG Corporate Markets (AU) Limited  
Parramatta Square, Level 22, Tower 6,  
10 Darcy Street, Parramatta NSW 2150

**ALL ENQUIRIES TO**  
Telephone: 1300 554 474      Overseas: +61 1300 554 474



**X99999999999**

**PROXY FORM**

I/We being a member(s) of Peninsula Energy Limited and entitled to participate in and vote hereby appoint:

**APPOINT A PROXY**

**the Chairman of the Meeting (mark box)**      **OR** if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the General Meeting of the Company to be held at **10:00am (AWST) on Thursday, 2 July 2026 at BDO, Jarrah Room, Level 9, Mia Yellagonga Tower 2, 5 Spring Street, PERTH WA 6000** (the Meeting) and at any postponement or adjournment of the Meeting.

**The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.**

**VOTING DIRECTIONS**

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting. Please read the voting instructions overleaf before marking any boxes with an

Resolutions	For	Against	Abstain*	For	Against	Abstain*
1 Ratification of prior issue of Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 Ratification of prior issue of Detachable Warrants	<input type="checkbox"/>	<input type="checkbox"/>
2a Approval of issue of Director Placement Shares - Tejal Magan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2b Approval of issue of Director Placement Shares - Keith Bowes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3 Approval to issue Convertible Note and Conversion Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

**i** \* 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 votes will not be counted in computing the required majority on a poll.

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

Shareholder 1 (Individual)       Joint Shareholder 2 (Individual)       Joint Shareholder 3 (Individual)   
Sole Director and Sole Company Secretary      Director/Company Secretary (Delete one)      Director

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

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STEP 1

STEP 2

STEP 3



## HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

### YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

### APPOINTMENT OF PROXY

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

### DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form.

### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

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

### APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to participate in the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

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

### SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

**Individual:** where the holding is in one name, the holder must sign.

**Joint Holding:** where the holding is in more than one name, either shareholder may sign.

**Power of Attorney:** to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, 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 indicate the office held by signing in the appropriate place.

### CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" must be received at support@cm.mpms.mufg.com prior to admission in accordance with the Notice of General Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.mpms.mufg.com/en/mufg-corporate-markets.

### LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **10:00am (AWST) on Tuesday, 30 June 2026**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



#### ONLINE

<https://au.investorcentre.mpms.mufg.com>

Login to the Investor Centre using the holding details as shown on the Voting/Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).



#### BY MOBILE DEVICE

Our voting website is designed specifically for voting online. You can now lodge your vote by scanning the QR code adjacent or enter the voting link

<https://au.investorcentre.mpms.mufg.com> into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

#### QR Code



To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.



#### BY MAIL

Peninsula Energy Limited  
C/- MUFG Corporate Markets (AU) Limited  
Locked Bag A14  
Sydney South NSW 1235  
Australia



#### BY FAX

+61 2 9287 0309



#### BY HAND

Deliver it to MUFG Corporate Markets (AU) Limited\*  
Parramatta Square  
Level 22, Tower 6  
10 Darcy Street  
Parramatta NSW 2150

\*during business hours Monday to Friday (9:00am - 5:00pm)

**IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU.  
THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.**

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