



ABN 33 087 741 571

22 June 2022

ASX Announcement

Po Valley appoints experienced Oil & Gas and Finance Executive to help drive Podere Maiar development

Po Valley Energy Limited (ASX: PVE) (“Po Valley” or “the Company”) is pleased to announce the appointment of experienced oil & gas and finance executive Brent Bonadeo to help drive the Company’s development of its Podere Maiar well in Italy into production in early 2023.

Mr Bonadeo has nearly 30 years of experience across banking, private equity, energy (oil and gas, electricity), infrastructure, resources, industrial and technology. He has E&P financial, capital markets and advisory experience in ‘bulge bracket’ investment banks, domestic banks and boutique advisers.

He is the founder and Managing Director of XTO Capital and advises to ASX-listed companies on M&A, capital raisings, funding and other matters. He co-founded and managed several other businesses related to the oil and gas sector.

He will provide operational advisory services and assist the board and management team in Italy as a consultant to Po Valley for an initial period of six months as it moves to the next phase in preparation for production at the Podere Maiar well.

Po Valley Chairman Kevin Bailey AM said Mr Bonadeo’s experience across oil and gas and finance sectors would help the Company navigate the final hurdles to achieving production at Podere Maiar.

“Brent’s knowledge and experience across a variety of sectors and industries is impressive and extensive, and we look forward to working with him as we continue to progress Podere Maiar towards production in 2023,” he said.

Under the terms of Mr Bonadeo’s engagement, the Company has issued 3,000,000 performance rights. The terms and conditions of the performance rights are set out below in Appendix A.

This announcement has been authorised for release by the Board of Directors of the Company

Enquiries to:

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The terms and conditions of the Performance Rights issued by the company are set out below:

- (a) **(Performance Milestone Conditions and Expiry Dates):** The Performance Rights shall be subject to the following **Performance Milestone Conditions** and shall have the following **Expiry Dates**:

Performance Milestone Condition	Expiry Date
The Company achieving a volume weighted average Share price over 30 consecutive trading days of at least \$AUD 0.06 by 31 December 2022 or earlier.	31 January 2023

- (b) **(Notification to holder):** The Company shall notify the holder in writing when the relevant Performance Milestone Condition has been satisfied.
- (c) **(Conversion):** Subject to paragraph (q), upon satisfaction of the applicable Performance Milestone Condition, and the issue of the notice referred to in paragraph (b) above, each Performance Right at the election of the holder convert into one Share. Conversion of Performance Rights can be made by the holder providing a Notice of Conversion to the Company Secretary.
- (d) **(Change of Control)** In the circumstance of a Change of Control occurring, the relevant Performance Milestone Condition is deemed to be automatically satisfied and each Performance Right will, at the election of the holder, convert into one Share.
- (e) **(Lapse of a Performance Rights):** Any Performance Right that has not been converted into a Share prior to the Expiry Date specified in paragraph (a) will automatically lapse.
- (f) **(Fraudulent or dishonest action):** If a holder ceases to be a Consultant of the Company in circumstances where the cessation or termination is specifically referenced to the holder having been found to have acted fraudulently or dishonestly in the performance of his or her duties, then:
- (i) the Board must deem any Performance Rights of the holder to have immediately lapsed and be forfeited; and
 - (ii) any Performance Rights that have vested will continue in existence in accordance with their terms of issue only if the relevant Performance Milestone Conditions have previously been met, and any Shares issued on satisfaction of the applicable Performance Milestone Conditions will remain the property of the holder.
- (g) **(Ceasing to be a Consultant):** If a holder ceases to be a Consultant of the Company in circumstances where the cessation or termination arises because the holder:
- (i) voluntarily resigns his or her position (other than to take up employment with a subsidiary of the Company);
 - (ii) wilfully breaches the terms of the engagement of the holder or any policy of the Company's published policies regulating the behaviour of holder;
 - (iii) is convicted of a criminal offence which, in the reasonable opinion of the Company, might tend to injure the reputation or the business of the Company; or
 - (iv) is found guilty of a breach of the Corporations Act and the Board considers that it brings the holder or the Company into disrepute,
- then:
- (v) unless the Board decides otherwise in its absolute discretion, any unvested Performance Rights of the holder will be deemed to have immediately lapsed and be forfeited; and

- (vi) in relation to any Performance Rights that have vested, those Performance Rights will continue in existence in accordance with their terms of issue only if the relevant Performance Milestone Conditions have previously been met and any Shares issued on satisfaction of the applicable Performance Milestone Conditions will remain the property of the holder.
- (h) **(Other circumstances):** The Performance Rights will not lapse and be forfeited where the holder ceases to be a Consultant of the Company for one of the following reasons:
 - (i) death or total permanent disability (in respect of total permanent disability being that because of a sickness or injury, the holder is unable to work in his or her own or any occupation for which they are suited by training, education, or experience for a period beyond one year);
 - (ii) redundancy (being where the holder ceases to be a Consultant due to the Company no longer requiring the holder's position to be performed by any person); or
 - (iii) any other reason, other than a reason listed in rules (f) and (g) (not including (g)(i), in which case the Board may exercise its absolute discretion to allow the resigned to retain their Performance Right), that the Board determines is reasonable to permit the holder to retain his or her Performance Rights,and in those circumstances the Performance Rights will continue to be subject to the applicable Performance Milestone Conditions.
- (i) **(Share ranking):** All Shares issued upon the conversion of Performance Rights on satisfaction of the applicable Performance Milestone Condition will upon issue rank *pari passu* in all respects with other Shares.
- (j) **(Application to ASX)** The Performance Rights will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on conversion of a Performance Right on ASX within the time period required by the ASX Listing Rules.
- (k) **(Timing of issue of Shares on Conversion):** Within 10 Business Days after date that Performance Rights are converted, the Company will:
 - (i) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;
 - (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
 - (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.If a notice delivered under (k)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.
- (l) **(Transfer of Performance Rights):** The Performance Rights are not transferable.

- (m) **(Participation in new issues)** A Performance Right does not entitle a holder (in their capacity as a holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
- (n) **(Reorganisation of capital)** If at any time the issued capital of the Company is reconstructed, all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.
- (o) **(Adjustment for bonus issue)** If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the conversion of a Performance Right will be increased by the number of Shares or other securities which the holder would have received if the holder had converted the Performance Right before the record date for the bonus issue.
- (p) **(Dividend and Voting Rights):** The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.
- (q) **(Deferral of conversion if resulting in a prohibited acquisition of Shares):** If the conversion of a Performance Right would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) **(General Prohibition)** then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:
 - (i) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition;
 - (ii) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph (q)(i) within seven days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.
- (r) **(No rights to return of capital)** A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (s) **(Rights on winding up)** A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.
- (t) **(Tax Deferral)** For the avoidance of doubt, Subdivision 83A-C of the Income Tax Assessment Act 1997, which enables tax deferral on performance rights, applies (subject to the conditions in that Act) to the Performance Rights.
- (u) **(No other rights)** A Performance Right gives the holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.
- (v) **(ASX Listing Rule compliance):** The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules or any requirement of ASX.