



Helios Energy Ltd

7 February 2025

Helios Raises \$691,325 via Interest Free Convertible Notes

ASX Code: HE8

Directors

Philipp Kin
Managing Director

Mark Lochtenberg
Non-Executive Director

John Cathcart
Non-Executive Director

John Kenny
Non-Executive Director

Henko Vos
Non-Executive Director &
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Highlights

- Helios Energy Ltd secures A\$691,325 through the issuance of 691,325 Convertible Notes.
- The funds will support ongoing oil and gas exploration of the Presidio Project in Texas, USA, repayment of current director and staff loans, and general business activities.
- The Convertible Notes are interest free, unsecured and can be either redeemed in full or converted into ordinary shares (subject to approvals where required).
- Existing, undrawn Gleneagle facility of \$500,000 remains in place.

Helios Energy Ltd (ASX: HE8) ("**Helios**" or the "**Company**") is pleased to announce it has received binding subscriptions for a total of \$691,325 in Convertible Notes ("**Convertible Notes**").

Use of Funds

The funds raised will be deployed to advance Helios' Presidio Project in Texas, ensuring continued exploration activities and operational progress. This includes key geological and technical assessments and securing necessary licences. Additionally, a portion will be allocated to general business and working capital activities.

Helios' Managing Director Philipp Kin said:

"Helios Energy is pleased to have secured this funding from Thorny Investment Group, clients of Gleneagle and other sophisticated Oil & Gas investors supportive of our asset position in Texas. The proceeds were required for regulatory working capital for our licence renewal, which required immediate work.

I think most shareholders would agree that the terms of the Notes are very favourable being non-guaranteed, a modest quantum and being executed quickly which, highlights the underlying support we have for the Company.

The funds raised assures the Company remains on a sound footing with the regulatory authorities in Texas and ensures our operating licencing remains in place.

I look forward to updating shareholder in the coming weeks"

The Convertible Notes raising is being completed having regard to Helios' available placement capacity under ASX Listing Rule 7.1 (616,325 number of Convertible Notes which if converted will result in the issue of 123.254 million ordinary shares) and Listing Rule 10.11 (75,000 number of Convertible Notes which if converted will result in the issue of 15 million ordinary shares). The 75,000 Convertible Notes issued to two of the Company's directors (Mr Kin for 25,000 Convertible Notes and Mr Lochtenberg for 50,000 Convertible Notes) will be repayable in cash unless the Company obtains shareholder approval for the conversion of these Notes prior to Maturity Date.

The Convertible Note raising was led by Gleneagle Securities (Aust) Pty Ltd ("**Gleneagle**").

A summary of the key terms of the Convertible Notes are annexed to this announcement.

This announcement has been authorised for release by the Board of Helios.

For further information please contact:

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Summary of key terms of the Convertible Notes (referred to herein as the "**Note Conditions**") are as follows:

| Condition | Meaning |
|----------------------------------|---|
| Face Value | Each Convertible Note has a face value of \$1 plus any accrued (but unpaid) Default Interest. |
| Conversion | <p>At any time during the Conversion Period the Convertible Notes are convertible into Shares at the election of Gleneagle on behalf of the subscribers.</p> <p>Following the receipt of a Conversion Notice, each Convertible Note must be converted into Shares issued to the subscribers at the Conversion Price.</p> |
| Conversion Price | Each Convertible Note will convert into such number of new Shares as is determined by dividing the Face Value of the Convertible Note by \$0.005. |
| Conversion Period | The period beginning on the Issue Date (which is expected to be Monday, 10 February 2025) and ending at 5pm (Sydney time) on the Repayment Date. |
| Restriction on Conversion | <p>A Convertible Note held by a related party (or an associate of a related party) of the Company must not be converted into Shares until the Company has obtained Shareholder approval under the ASX Listing Rules.</p> <p>Until Shareholder approval is obtained, the Face Value of each Convertible Note held by a related party (or an associate of a related party) of the Company will remain as a debt due and payable by the Company.</p> |
| No Automatic Conversion | None of the Convertible Notes are mandatorily (or automatically) convertible into Shares. The conversion of the Convertible Notes into Shares is at all times at the absolute and unfettered discretion of Gleneagle on behalf of the subscribers. |
| Repayment Date | The Face Value of each outstanding Convertible Note is immediately repayable on the earlier of the date which is 12 months after the Issue Date or the date which is 5 business days after the date the Company is notified of an Event of Default (unless that Event of Default is remedied before that 5th business day). |
| Interest | Interest is not payable on a Convertible Note unless an Event of Default occurs and is subsisting. |
| Default Interest | 10% per annum. |

| Condition | Meaning |
|-------------------------|--|
| Event of Default | <p>An event of default means:</p> <ul style="list-style-type: none"> a circumstance where the Company is in material breach of this agreement (or any of the Note Conditions) where such breach is not remedied within 5 business days of the receipt by the Company of a notice from Gleneagle setting out the details and nature of that breach; or an Insolvency Event occurs in relation to the Company or a material subsidiary of the Company (other than an Insolvency Event which occurs as part of a solvent restructure or reconstruction in either case conducted with the consent of Gleneagle). |
| Security | The Convertible Notes are unsecured debt obligations of the Company. |
| Transferability | The Convertible Notes are non-transferrable. |
| Ranking | The Shares issued to subscribers following the conversion of the Convertible Notes will rank pari passu and form one class with all other existing and outstanding Shares on issue. |

The Convertible Notes are otherwise on terms customary for similar securities of this nature.