



Important Milestones at Leigh Creek NRUP underway

- **NRZ to commence dismantlement of the Leigh Creek Underground Coal Gasification (UCG) Demonstration Facility**
- **Continued groundwater monitoring**
- **Progressed responses to Environmental Impact Study (EIS) and new requirements of EPBC Act**
- **Letter of Award for Technology Transfer Agreement (LOA1) and for a Plant Purchase Agreement (LOA2) with India's Reliance Industries Limited (RIL)**

As part of Neurizer Ltd's (NRZ) licensing and approval process with the South Australian Government, NRZ is required to remove the UCG Demonstration plant and equipment from the Leigh Creek site prior to the granting of further approvals.

NRZ is also required to continue detailed water monitoring around the Demonstration site and to address all topics raised in the EIS guidelines issued by The Federal Department of Climate Change, Energy, the Environment and Water (DCCEEW) for EIS for Stage 1 and 2 of the NeuRizer Urea Project (NRUP).

NRZ is pleased to announce that it can now accelerate these requirements at Leigh Creek. A Non-Binding Term Sheet was signed in 2025 by both NRZ and RIL with the intention of progressing to Binding Agreements.

NRZ is pleased to announce that it has signed a Letter of Award for Technology Transfer (LOA1) and for the sale of Plant and Equipment (LOA2) with RIL. The Key Terms of both LOA1 And LOA2 are in Appendix 1.

NRZ will now make a submission to the ASX on the application of Chapter 11 of the ASX listing Rules for the ASX to make a determination on the application or otherwise of Chapter 11 to this transaction.

The completion of the Technology Transfer Agreement (LOA1), and the sale of the Plant and Equipment (LOA2) provides sufficient funding for NRZ over the next 18 months to cover for all corporate costs (wages, insurance, leases and creditors, etc), monitoring at site, completion of the EIS submission, and the tendering an EOI process to finalise the Bank Feasibility Study for Stages 1 and 2 of the NRUP.

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NRZ will receive up-front payments, payment on milestones and monthly payments for the next 15 months (see Appendix 1).

The payments under these agreements are not a loan, nor have any equity component (eg. capable of being converted to equity, or in exchange for equity) and in addition there are no changes to Company management or the Directors of the Company.

As a result, NRZ will not have to raise capital over the period of these two agreements.

Sale of Plant and Equipment at Leigh Creek

Under its license agreement with the SA Government, NRZ is required to dismantle (completed) and remove the Demonstration Plant from the site. On satisfactory completion of this NRZ will be eligible for a return of the relevant financial security held by the SA Government. This expensive process would have been at NRZ 's cost. Most of the plant and equipment at site is not suitable for uses other than for demonstration of UCG which will now be used in India for RIL UCG projects.

This agreement means the NRZ will be paid for the plant and equipment that will be transported to a site in India nominated by RIL and at RIL's cost.

This will see NRZ meet an important milestone with the South Australian Government.



UCG Demonstration plant and equipment at Leigh Creek subject to the sale agreement

The plant and equipment subject to the sale agreement comprises:

- Gas Flare
- Piping
- Valves
- Tanks

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- Thermal Oxidizer
- UCG Knock out tank
- UCG Gas Spectrometer

Groundwater Monitoring at site and EIS process.

Another important requirement at Leigh Creek is that NRZ maintain groundwater monitoring and monitoring of any environmental impacts of the UCG demonstration operations. This is a costly and time-consuming process that is crucial for compliance with the SA Government requirements.

The data feeds into the DCCEE EIS process. The EIS guideline requirements mandated by DCCEE are necessarily demanding processes both from a cost and labour perspective.

This agreement NRZ has made with RIL provides the funding to be able to deliver on these requirements. NRZ has engaged consultants to undertake this work in conjunction with NRZ employees.

The impact of these Agreements on the NRUP

The impact of these agreements (the Technology Transfer Agreement (LOA1), and the sale of Plant and Equipment (LOA2) with RIL is profound in that it allows NRZ to comply with regulatory requirements and to move forward with the EIS process.

The funding resulting from the agreements between NRZ and RIL facilitates progression at Leigh Creek and has no negative impact on the EIS and EOI process for progressing the NRUP.

LOA1 is for transfer of NRZ IP and has no impact on NRZ operations and plans to progress and develop the NRUP.

LOA2 relates to the sale of plant and equipment at Leigh Creek that would otherwise be redundant and costly to remove, an action NRZ was required to complete regardless of this agreement.

NRZ is now able to focus on working with RIL to complete the two contracts referred to in the LOA's and to lodge all required documents with the ASX (see separate announcement on market update).

The NRZ Executive Chairman has authorised this announcement for release to the ASX.

Further Information

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Letter of Award for Technology Transfer Agreement ("LOA1")

1.0 Key Terms and Conditions of LOA1:

All the terms and conditions of the LOA shall be subject to satisfactory and mutual agreement of the terms and conditions and signing of the Technology Transfer Agreement between Counterparty and NRZ ("**Contract**").

Contract as per rates and terms agreed under this LOA shall be effective from Effective Date as per Sr. no. 5 below. Contract on finalization and execution shall supersede this LOA.

2.0 Scope of Work:

Under the technology transfer agreement, the Counterparty will receive the benefit of a perpetual and irrevocable license of the intellectual property rights held by NRZ and LCO in know-how, data, documentation, NRZ's invention relating to the UCG methods, and associated technology relating to the PCD. The license will be granted worldwide on a non-exclusive basis, and exclusive to the Counterparty in the agreed geographies.

3.0 Contract Price:

NRZ shall be compensated for transfer of Technology as per the Contract Price specified in the Contract. Total Contract Price shall be **AUD 10,300,000 (Australian Dollars Ten Million Three Hundred Thousand)** exclude applicable GST and Withholding Tax.

- a. The agreement shall have following Milestone payments:
 - i. Milestone 1 : AUD 2,550,000 shall be paid against submission of Data and Documents within 15 days after receipt of the relevant correct invoice
 - ii. Monthly Payments : AUD 516,667 shall be paid as Monthly payment for Fifteen months starting from March 2026.

4.0 Price Validity:

NRZ agrees and confirms that the Contract Price as agreed under the Contract is fixed and not subject to any escalation for whatsoever reason.

5.0 Effective Date:

The Effective Date of the Contract shall be **12th March 2026**.

6.0 This LOA is subject to satisfactory and mutual agreement of the terms and conditions and signing of the Contract.

Letter of Award for Plant Purchase Agreement ("LOA2")

This LOA confirms the Counterparty award of a purchase order to **Leigh Creek Operations Pty Ltd** (hereinafter referred to as "**Contractor**") pursuant to which Contractor will sell and Counterparty will purchase the Plant subject to agreement on the following terms and conditions:

1.0 Terms and Conditions:

All the terms and conditions of the LOA shall be subject to satisfactory and mutual agreement of the terms and conditions and signing of the Plant Purchase Agreement between Counterparty and Contractor ("**Agreement**").

Agreement as per rates and terms agreed under this LOA shall be effective from Effective Date as per Sr. no. 6 below. Agreement on finalization and execution shall supersede this LOA.

2.0 Scope of Work

The Scope of Work for this LOA shall be as per the Agreement.

3.0 Delivery Schedule:

Delivery Schedule shall be mutually agreed between the Parties.

4.0 Purchase Price:

Purchase Price shall be **AUD 2,700,000; FOB Australian Port [Australian Dollars Two Million Seven Hundred Thousand]** excluding applicable GST on importation of Plant, which shall be paid by Company. Company shall arrange for cargo clearance at port of entry in India.

b. The agreement shall have following Milestone payments:

Milestone 1:

Company has appointed a CVA for inspection of Plant. Post satisfactory report from CVA, Company will pay an amount of AUD 700,000; which is cost towards dismantling, packing forwarding, insurance and transportation from Contractor Works to Australian Port. This cost shall be adjusted by Company based on actual documentary evidence provided by Contractor to Company. The Milestone 3 shall be adjusted on the basis of actual cost incurred by Contractor from ex-works to FOB delivery.

Milestone 2:

AUD \$1,000,000 will be paid after unloading of Plant at a Port nominated by the Counterparty and the Contractor providing necessary documentation to Company for completion of Milestone.

Milestone 3:

AUD \$1,000,000 will be paid after receipt and confirmation of Plant by Company representative at the agreed Counterparty\ site in India.

All the prices are on FOB Australian port (Incoterms 2020).

5.0 Price Validity:

Contractor agrees and confirms that the Purchase Price as agreed under the Agreement are fixed, firm and not subject to any escalation for whatsoever reason.

6.0 Effective Date:

The Effective Date for the Agreement shall be **12.03.2026**.