

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. THIS DOCUMENT CONTAINS A PROPOSAL WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE ADMISSION OF EGDON RESOURCES PLC SHARES TO TRADING ON AIM. PART 2 (EXPLANATORY STATEMENT) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN ACCORDANCE WITH SECTION 897 OF THE COMPANIES ACT 2006.

If you are in any doubt as to the contents of this Document or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

If you sell or have sold or otherwise transferred all of your Egdon Shares, please send this Document together with the accompanying documents (other than documents or forms personal to you) at once to the purchaser or transferee, or to the stockbroker, bank manager, accountant or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded, distributed or transmitted (in whole or in part) in or into or from any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction.

If you sell or have sold or otherwise transferred only part of your holding of Egdon Shares, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired Egdon Shares, notwithstanding receipt of this Document and any accompanying documents from the transferor, you should contact the Receiving Agent, Neville Registrars, on the telephone number set out below to obtain personalised Forms of Proxy.

The release, publication or distribution of this Document and any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession these documents come should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, Egdon Resources plc and Petrichor Partners, LP disclaim any responsibility or liability for the violation of such restrictions by such persons.

Neither this Document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Acquisition or Scheme otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document is not a prospectus or prospectus exempted document.

Recommended Acquisition of

EGDON RESOURCES PLC (“Egdon”)

by

PETRICHOR PARTNERS, LP (“Petrichor”)

to be effected by means of a Scheme of Arrangement
under Part 26 of the Companies Act 2006

You should read carefully the whole of this Document, any information incorporated into this Document by reference from another source and the accompanying Forms of Proxy as a whole. Your attention is drawn to the letter from the Chairman of Egdon in Part 1 (*Letter from the Chairman of Egdon*) of this Document, which contains the unanimous recommendation of the Egdon Directors that you vote in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting. A letter from VSA Capital explaining the Acquisition and the Scheme in greater detail appears in Part 2 (*Explanatory Statement*) of this Document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the Meetings, both to be held at the offices of Norton Rose Fulbright LLP at 3 More London Riverside, London, SE1 2AQ on 3 July 2023, are set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) respectively of this Document. The Court Meeting will start at 10.30 a.m. and the General Meeting will start at 10.45 a.m. (or as soon thereafter as the Court Meeting has concluded or been adjourned).

The actions to be taken by Egdon Shareholders and Scheme Shareholders are set out in section 8 of Part 1 (*Action to be taken by Egdon Shareholders*) and at section 19 of Part 2 (*Explanatory Statement*) of this Document.

Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Scheme Shareholders before the Meetings through Egdon’s website www.egdon-resources.com/investors-2/disclaimer and by announcement through a Regulatory Information Service.

Certain terms used in this Document are defined in Part 9 of this Document. References to times in this Document are to London, United Kingdom time unless otherwise stated.

If you have any questions relating to this Document (or any information incorporated into this Document by reference from another source), the Meetings or the completion and return of the Forms of Proxy, please telephone the helpline, details of which are set out on page 8 of this Document. Please note that calls to Neville Registrars may be monitored or recorded and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

Meetings

Before the Court’s sanction can be sought for the Scheme, the Scheme requires the approval by the requisite majority of Scheme Shareholders of the resolution to be proposed at the Court Meeting and by the requisite majority of Egdon Shareholders of the Special Resolution relating to the Acquisition at the separate General Meeting. The Court Meeting and the General Meeting are to be held at the offices of Norton Rose Fulbright LLP at 3 More London Riverside, London, SE1 2AQ on 3 July 2023. The Court Meeting will start at 10.30 a.m. and the General Meeting will start at 10.45 a.m. (or as soon thereafter as the Court Meeting has concluded or been adjourned). The Court Meeting is being held with the permission of the Court to seek the approval of Scheme Shareholders for the Scheme. The General Meeting is being convened to seek the approval of Egdon Shareholders to enable the Egdon Directors to implement the Scheme and to amend the articles of association of Egdon as described in section 11.3 of Part 2 (*Explanatory Statement*) of this Document.

Notices of both the Court Meeting and the General Meeting are set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document. Entitlement to attend and vote at the Meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Egdon at the Voting Record Time. Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Egdon Shareholders and Scheme Shareholders before the Meetings through Egdon’s website www.egdon-resources.com/investors-2/disclaimer and by announcement through a Regulatory Information Service.

IMPORTANT NOTICE

VSA Capital, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Egdon as financial adviser, joint broker and Rule 3 adviser and no one else in connection with the matters referred to in this Document and will not be responsible to anyone other than Egdon for providing the protections afforded to clients of VSA Capital or for providing advice in relation to the Acquisition or any other matters referred to in this Document. Neither VSA Capital nor any of its subsidiaries, affiliates or branches owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect, consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of VSA Capital in connection with this Document, any statement contained in this Document or otherwise. VSA Capital has given, and not withdrawn, its consent to the inclusion of its advice in this Document in the form and context in which it is included.

SPARK, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Petrichor and for no one else in connection with the Acquisition and other matters referred to in this Document. In connection with such matters, SPARK, its affiliates, and its or their respective directors, officers, employees and agents will not regard any other person as its client, nor will it be responsible to anyone other than Petrichor for providing the protections afforded to its clients or for providing advice in connection with the subject matter of this Document. The statements contained in this Document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this document, you should consult your own legal adviser, financial adviser or tax adviser for legal, business, financial or tax advice.

No person has been authorised to give any information or make any representations on behalf of (i) Egdon, the Egdon Directors or VSA Capital or (ii) Petrichor, the Petrichor Responsible Persons or SPARK, concerning the Acquisition or the Scheme which are inconsistent with the statements contained in this document and any such representations, if made, may not be relied upon as having been so authorised.

The statements contained in this Document are made as at the date of this Document, unless some other time is specified in relation to them, and service of this Document shall not give rise to any implication that there has been no change in the facts set out in this Document since such date. Nothing contained in this Document shall be deemed to be a forecast, projection or estimate of the future financial performance of Egdon or Petrichor except where otherwise expressly stated. Neither Egdon nor Petrichor intends, or undertakes any obligation, to update information contained in this Document, except as required by applicable law, the Code or other regulation.

This document has been prepared for the purpose of complying with English law, the Code, the Market Abuse Regulation, AIM Rules and the Disclosure Guidance and Transparency Rules and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England.

Overseas Shareholders

The release, publication or distribution of this Document (in whole or in part) in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are not resident in the United Kingdom or who are subject to the laws of any jurisdiction other than the United Kingdom (including Restricted Jurisdictions) should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom or who are subject to the laws of another jurisdiction to vote their Egdon Shares in respect of the Scheme at the Court Meeting, or to execute and deliver Forms of Proxy appointing another to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located or to which they are subject. Any failure to comply with applicable legal or regulatory requirements of any jurisdiction may constitute a violation of securities laws in that jurisdiction.

It is the responsibility of each Overseas Shareholder to obtain any governmental, exchange, control or other consent which may be required, or to ensure compliance with other necessary formalities which are required to be obtained and the payment of any issue, transfer or other taxes due in such jurisdiction.

Unless otherwise determined by Egdon and Petrichor or required by the Code, and permitted by applicable law and regulation, the Acquisition will not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Acquisition will not be capable of acceptance by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Accordingly, copies of this Document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent (in whole or in part) in or into or from any Restricted Jurisdiction or any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them (in whole or in part) in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented (with the consent of the Panel) by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation or unless otherwise determined by Egdon and Petrichor), the Takeover Offer may not be made directly or indirectly, in or into, or by the use of mail or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any means of instrumentality or facilities.

The Acquisition is subject to the applicable requirements of the Code, the Panel, the London Stock Exchange, the AIM Rules and the FCA. As a result, information included here may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of another jurisdiction.

Notice to US investors in Egdon

US holders of Egdon Shares should note that the Acquisition relates to the shares of an English company with a listing on AIM and is being made by means of a scheme of arrangement provided for under English company law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure and procedural requirements and practices applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of United States tender offer and proxy solicitation rules.

The financial information included in this Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document) has been or will have been prepared in accordance with accounting standards applicable in the United Kingdom and thus may not be comparable to the financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

However, if, in the future, Petrichor exercises the right to implement the Acquisition by way of a Takeover Offer and determines to extend the offer into the United States, the Takeover Offer will be made in compliance with applicable United States tender offer and securities laws and regulations including Section 14(e) of the US Exchange Act and Regulation 14E thereunder.

The receipt of cash pursuant to the Acquisition by a US holder of Egdon Shares as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. The US tax consequences of the Acquisition, if any, are not described herein. Each Egdon Shareholder is therefore urged to consult with legal, tax and financial advisers in connection with making a decision regarding the Acquisition.

It may be difficult for US holders of Egdon Shares to enforce their rights and any claims arising out of US federal laws, since Egdon is located in a non-US jurisdiction, and some or all of its officers and directors may be residents of a non-US jurisdiction. US holders of Egdon Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

To the extent permitted by applicable law, in accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, in the event it becomes applicable, Petrichor, certain affiliated

companies and their nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Egdon Shares outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. Any such purchases by Petrichor or its affiliated companies will not be made at prices higher than the Cash Consideration provided in this Document unless the Cash Consideration is increased accordingly. Also, in accordance with Rule 14e-5(b) of the US Exchange Act, in the event it becomes applicable, VSA Capital will continue to act as an exempt principal trader in Egdon Shares on the London Stock Exchange. If such purchases or arrangements to purchase were to be made, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases will be disclosed as required in the UK, will be reported to the Regulatory News Service of the London Stock Exchange and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved of the Acquisition or determined if this Document is accurate or complete. Any representation to the contrary is a criminal offence in the United States.

Forward-Looking Statements

This document (including information incorporated by reference into this Document), oral statements made regarding the Acquisition, and other information published by Petrichor and Egdon contain statements which are, or may be deemed to be, “forward-looking statements”. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Petrichor and Egdon about future events and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this Document include statements relating to the expected effects of the Acquisition on Petrichor and Egdon, the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects” or “does not expect”, “is expected”, “is subject to”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates”, “does not anticipate”, “believes” or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Although Petrichor and Egdon believe that the expectations reflected in such forward-looking statements are reasonable, Petrichor and Egdon can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future.

There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of other Conditions on the proposed terms; changes in the global political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or disposals; changes in general economic and business conditions; changes in the behaviour of other market participants; the anticipated benefits from the Acquisition not being realised as a result of changes in general economic and market conditions in the countries in which Petrichor and Egdon operate; weak, volatile or illiquid capital and/or credit markets; changes in the degree of competition in the geographic and business areas in which Petrichor and Egdon operate; and changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

Neither Petrichor nor Egdon, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Document will actually occur. Given the risks and uncertainties, you are cautioned not to place any reliance on these forward-looking statements. Other than in accordance with

their legal or regulatory obligations, neither Petrichor nor Egdon is under any obligation, and Petrichor and Egdon expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the document in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the document in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8 of the Code. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Publication on a website

In accordance with Rule 26.1 of the Code, a copy of this Document will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Egdon's website at www.egdon-resources.com/investors-2/disclaimer and Petrichor's website at www.heycoenergy.com/petrichor-partners by no later than 12.00 noon (London time) on the first Business Day following the date of this Document. For the avoidance of doubt, neither the contents of these websites nor the contents of any websites accessible from any hyperlinks is incorporated into or forms part of this Document.

No profit forecasts, estimates or quantified benefits statements

No statement in this Document is intended as a profit forecast or estimate for any period or a quantified financial benefits statement and no statement in this Document should be interpreted to mean that earnings or earnings per share, for Petrichor or Egdon, respectively for the current or future financial years would

necessarily match or exceed the historical published earnings or earnings per ordinary share for Petrichor or Egdon, respectively.

Right to switch to an Offer

Petrichor reserves the right to elect (with the consent of the Panel, as applicable) to implement the Acquisition by way of an Offer for the entire issued and to be issued share capital of Egdon as an alternative to the Scheme. In such an event, the Offer will be implemented on the same terms (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in section 11.6 of Part 2 (*Explanatory Statement*) of this Document.

Requesting hard copy documents

In accordance with Rule 30.3 of the Code, Egdon Shareholders may request a hard copy of this Document (and any information incorporated by reference in this Document), free of charge, by contacting the Receiving Agent, Neville Registrars, during business hours on +44 (0)121 585 1131 (from within the United Kingdom) or by submitting a request in writing to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD. Calls to this number are charged at network providers' standard rate and may be included within free allowances (please check with your network provider). Calls outside the United Kingdom will be charged at the applicable international rate. Lines will be open between 9.00 a.m. and 5.00 p.m., Monday to Friday, excluding public holidays in England and Wales. For persons who receive a copy of this Document in electronic form or via a website notification, a hard copy of this Document will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

Information relating to Egdon Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Egdon Shareholders, persons with information rights and other relevant persons for the receipt of communications from Egdon may be provided to Petrichor during the Offer Period as required under Section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.

Rounding

Certain figures included in this Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.

General

If the Acquisition is effected by way of an Offer, and such an Offer becomes or is declared unconditional and sufficient acceptances are received, Petrichor intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Egdon Shares in respect of which the Offer has not been accepted.

Investors should be aware that Petrichor may purchase Egdon Shares otherwise than under any Offer or the Scheme, including pursuant to privately negotiated purchases.

If you are in any doubt about the contents of this Document or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under FSMA if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Date

This document is dated 8 June 2023.

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ACTION TO BE TAKEN

For the reasons set out in this Document, the Egdon Directors, who have been so advised by VSA Capital to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their financial advice to the Egdon Directors, VSA Capital has taken into account the commercial assessments of the Egdon Directors. VSA Capital is providing independent financial advice to the Egdon Directors for the purposes of Rule 3 of the Code.

Accordingly, the Egdon Directors have unanimously recommended that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Egdon Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting as the Egdon Directors who hold Egdon Shares have irrevocably undertaken to do in respect of their own beneficial holdings of 14,648,773 Egdon Shares in aggregate, representing approximately 2.69 per cent. of Egdon's issued share capital on the Latest Practicable Date (being the last Business Day before the date of this Document).

Further details of these irrevocable undertakings are contained in section 4 of Part 1 (*Letter from the Chairman of Egdon*) of this Document.

This page should be read in conjunction with the rest of this Document, and in particular, section 8 of Part 1 (*Letter from the Chairman of Egdon*) and section 19 of Part 2 (*Explanatory Statement*) of this Document and the notices of the Court Meeting and the General Meeting at the end of this Document.

Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Scheme Shareholders before the Meetings, including through Egdon's website at www.egdon-resources.com/investors-2/disclaimer and by announcement on a Regulatory Information Service.

Documents

Please check that you have received the following with this Document:

- a blue Form of Proxy for use in respect of the Court Meeting on 3 July 2023;
- a white Form of Proxy for use in respect of the General Meeting on 3 July 2023; and
- a pre-paid envelope for use in the UK only for the return of the blue Form of Proxy and the white Form of Proxy marked 'Forms of Proxy'.

If you have not received these documents, please contact the Shareholder Helpline operated by the Receiving Agent, Neville Registrars, If you have any questions about this Document, the Court Meeting, the General Meeting, how to submit your proxies online or how to complete the Forms of Proxy, please call the Receiving Agent, Neville Registrars, during business hours on +44 (0)121 585 1131 (from within the United Kingdom) or submit a request in writing to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD. Calls to this number are charged at network providers' standard rate and may be included within free allowances (please check with your network provider). Calls outside the United Kingdom will be charged at the applicable international rate. Please note that Neville Registrars calls may be monitored or recorded and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

Voting at the Court Meeting and General Meeting

IT IS IMPORTANT THAT, FOR THE COURT MEETING, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR REPRESENTATION OF SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN BOTH FORMS OF PROXY OR, ALTERNATIVELY, APPOINT A PROXY ONLINE OR ELECTRONICALLY THROUGH CREST OR POST BY HAND AS SOON AS POSSIBLE.

Therefore, whether or not you plan to attend the Meetings in person, please complete and sign both the enclosed blue and white Forms of Proxy and return them in accordance with the instructions provided thereon as soon as possible, but in any event so as to be received by:

- no later than 10.30 a.m. on 29 June 2023 in the case of the Court Meeting (blue form); and
- no later than 10.45 a.m. on 29 June 2023 in the case of the General Meeting (white form),

or, in the case of any adjournment, not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the holding of the adjourned Meeting.

If the blue Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof. However, if the white Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

The Scheme is subject to the Conditions and to certain further terms referred to in Part 3 of this Document. In particular, it requires the approval of Scheme Shareholders for the Scheme at the Court Meeting, which has been convened for 10.30 a.m. on 3 July 2023. The Scheme must be approved by a majority in number of Scheme Shareholders present and voting, either in person or by proxy, at the Court Meeting representing not less than 75 per cent. in value of the Scheme Shares voted by such holders.

Implementation of the Scheme will also require the passing at the General Meeting (which will be held immediately after the Court Meeting) of the Special Resolution as a special resolution, which requires the approval of Egdon Shareholders representing at least 75 per cent. of the votes cast at the General Meeting (either in person or by proxy). In respect of the Special Resolution, each Egdon Shareholder will be entitled to cast one vote for each Egdon Share held.

Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Egdon Shareholders and Scheme Shareholders before the Meetings through Egdon's website www.egdon-resources.com/investors-2/disclaimer and by announcement through a Regulatory Information Service.

Submission of Forms of Proxy

Scheme Shareholders and Egdon Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting as soon as possible, using any of the methods (online, electronically through CREST, by post or by hand) set out below. Scheme Shareholders and Egdon Shareholders are also strongly encouraged to appoint the Chairman of the relevant Meeting as their proxy rather than any other named person. This will ensure that their vote will be counted if they (or any other proxy they might otherwise appoint) are not able to attend the relevant Meeting in person.

Scheme Shareholders and Egdon Shareholders are required to cast or amend proxy voting instructions in respect of the relevant Meeting not later than 48 hours before the relevant Meeting (excluding any part of such 48-hour period falling on a non-working day) (or in the case of any adjournment, not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the adjourned Meeting). In the case of the Court Meeting only, Scheme Shareholders who have not cast or amended their proxy voting instructions by this time may hand a copy of the blue Form of Proxy to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof. However, if the white Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

Egdon Shareholders are entitled to appoint a proxy in respect of some or all of their Egdon Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. A proxy need not be a Egdon Shareholder.

The return of a completed Form of Proxy, the online appointment of a proxy or the submission of a proxy electronically via CREST will not prevent you from attending, speaking and voting at the Court Meeting or the General Meeting, or any adjournment thereof, in person. If you choose to attend the Court Meeting

and/or the General Meeting in person and vote, any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

(a) **Online appointment of proxies**

Proxies may be appointed online by logging on to the following website: www.sharegateway.co.uk and completing the authentication requirements. Shareholders will need to use their personal proxy registration code (Activity Code), which is printed on the Form of Proxy, to validate submission of their proxy online. For an electronic proxy appointment to be valid, the appointment must be received by Neville Registrars not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the relevant adjourned Meeting. Full details of the procedure to be followed to appoint a proxy online are given on the website.

If you are unable to locate your Activity Code or require further assistance, please call Neville Registrars on +44 (0)121 585 1131 or write to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD stating your name and the address to which the hard copy should be sent. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that calls to Neville Registrars may be monitored or recorded and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

(b) **Electronic appointment of proxies through CREST**

If you hold Egdon Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (or any adjourned Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a **CREST Proxy Instruction**) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (ID: 7RA11) not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the relevant Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the blue Form of Proxy may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Egdon may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

(c) ***Sending Forms of Proxy by post or by hand***

As an alternative to appointing proxies online or electronically through CREST, Egdon Shareholders may return a blue Form of Proxy for the Court Meeting and a white Form of Proxy for the General Meeting. Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them to the Receiving Agent, Neville Registrars, either by post or (during normal business hours only) by hand to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD so as to be received as soon as possible and in any event not later than the relevant times set out below:

Blue Form of Proxy for the Court Meeting 10.30 a.m. on 29 June 2023

White Form of Proxy for the General Meeting 10.45 a.m. on 29 June 2023

or, in the case of any adjournment, not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the holding of the relevant adjourned Meeting.

If the blue Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof. However, if the white Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

Egdon Share Plan and Warrants

Participants in the Egdon Share Plan should refer to section 15.4 of Part 2 of this Document for information relating to the effect of the Acquisition on their rights under the Egdon Share Plan.

Warrant Holders should refer to 15.4 of Part 2 of this Document for information relating to the effect of Acquisition on their rights under the Warrant Instrument and relevant Warrant Certificate.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, including any Scheme Shareholders who did not vote to approve the Scheme or who voted against the Scheme at the Court Meeting.

Attendance at the Meetings in person

Egdon Shareholders who wish to attend the Meetings in person are asked to register their intention to attend as soon as possible by emailing info@egdon-resources.com. Whilst failure by an Egdon Shareholder to register an intention to attend the Meetings in person will not preclude entry or attendance on the day, registration will assist Egdon in preparing the venue in advance of the Meetings.

All Egdon Shareholders are strongly encouraged to vote in advance by submitting both Forms of Proxy (or alternatively appointing a proxy online or electronically through CREST) as soon as possible and to appoint the Chairman of the relevant Meeting as their proxy rather than any other named person. This will ensure that their vote will be counted if they (or any other proxy they might otherwise appoint) are not able to attend the Meetings in person. Further information on action to be taken to appoint a proxy is set out above and in section 19 of Part 2 (*Explanatory Statement*) of this Document and the notices of the Court Meeting and the General Meeting at the end of this Document. Appointing a proxy will not prevent you from attending the Court Meeting and/or the General Meeting and voting and speaking at the relevant Meeting, or any adjournment thereof if you so wish and are entitled to do so. If you choose to attend the Court Meeting and/or the General Meeting in person any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

Results of Meetings

The results of the Meetings will be announced through a Regulatory Information Service and published on Egdon's website as soon as reasonably practicable following the conclusion of the General Meeting.

Shareholder Helpline

If you have any questions about this Document, the Court Meeting, the General Meeting, how to submit your proxies online or how to complete the Forms of Proxy, please call the Receiving Agent, Neville Registrars, during business hours on +44 (0)121 585 1131 (from within the United Kingdom) or submit a request in writing to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD. Calls to this number are charged at network providers' standard rate and maybe included within free allowances (please check with your network provider). Calls outside the United Kingdom will be charged at the applicable international rate.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable is based on Egdon's and Petrichor's current expected dates for the implementation of the Scheme and is subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Egdon Shareholders by announcement through a Regulatory Information Service.

<i>Event</i>	<i>Time/date⁽¹⁾</i>
Publication of this Document	8 June 2023
Latest time for lodging Forms of Proxy for the:	
Court Meeting (blue Form of Proxy)	10.30 a.m. on 29 June 2023 ⁽²⁾
General Meeting (white Form of Proxy)	10.45 a.m. on 29 June 2023 ⁽³⁾
Voting Record Time for the Court Meeting and the General Meeting	6.00 p.m. on 29 June 2023 ⁽⁴⁾
Court Meeting	10.30 a.m. on 3 July 2023
General Meeting	10.45 a.m. on 3 July 2023 ⁽⁵⁾

The following times and dates associated with the Scheme are indicative only and subject to change, the precise timings will depend, among other things, on the date upon which regulatory (and other) Conditions to the Scheme are satisfied or, if capable of waiver, waived and on the date on which the Court sanctions the Scheme. Egdon will give notice of the change(s) by issuing an announcement through a Regulatory Information Service and, if required by the Panel, post notice of the change(s) to Egdon Shareholders and persons with information rights. The timetable is also dependent on the date on which the Court Order sanctioning the Scheme is delivered to the Registrar of Companies.

Sanction Hearing	A date expected to fall during the third quarter of 2023 (T) ⁽⁶⁾
Last day of dealings in, and for the registration of transfers of, and disablement in CREST of, Egdon Shares	T+1 Business Day
Scheme Record Time	6.00 p.m. on T+1 Business Day
Suspension of admission to trading of, and dealings in, Egdon Shares on AIM	by 7.30 a.m. on T + 2 Business Days
Effective Date of the Scheme ⁽⁷⁾	T + 2 Business Days
Cancellation of Egdon Shares from AIM	by 7.00 a.m. on T + 3 Business Days
Latest date for despatch of cheques, crediting of CREST accounts and processing electronic transfers for Cash Consideration due under the Scheme	within 14 days of the Effective Date
Long Stop Date	31 December 2023 ⁽⁸⁾

(1) The dates and times given are indicative only and are based on current expectations and are subject to change. References to times are to London, United Kingdom time unless otherwise stated. If any of the times and/or dates above change, the revised times and/or dates will be notified to Egdon Shareholders by announcement through a Regulatory Information Service. Participants in the Egdon Share Plan and Warrant Holders will be contacted separately on or around the date of this Document to inform them of the effect of the Scheme on their rights under the Egdon Share Plan and the Warrant Instrument and relevant Warrant Certificate (as applicable), including details of any appropriate proposals being made and dates and times relevant to them.

(2) It is requested that blue Forms of Proxy for the Court Meeting be lodged by 10.30 a.m. on 29 June 2023 or, if the Court Meeting is adjourned, by no later than 48 hours prior to the time fixed for any adjourned Court Meeting (excluding any part of such 48-hour

period falling on a non-working day). Blue Forms of Proxy not so lodged can be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof.

- (3) In order to be valid, white Forms of Proxy for the General Meeting must be received by 10.45 a.m. on 29 June 2023 or, if the General Meeting is adjourned, 48 hours prior to the time appointed for the General Meeting (excluding any part of such 48-hour period falling on a non-working day).
- (4) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned Meeting will be 6.00 p.m. on the day which is two Business Days prior to the date of the adjourned Meeting.
- (5) To commence at 10.45 a.m. on 3 July 2023 or as soon thereafter as the Court Meeting shall have concluded or been adjourned.
- (6) Subject to satisfaction of certain regulatory conditions as set out in Part 3 (Conditions to the Scheme and the Acquisition) of this Document.
- (7) The Scheme shall become Effective as soon as a copy of the Court Order has been delivered to the Registrar of Companies.
- (8) This is the latest date by which the Scheme may become Effective. However, the Long Stop Date may be extended to such later date as Petrichor and Egdon may agree and the Panel and (if required) the Court may allow.

PART 1

LETTER FROM THE CHAIRMAN OF EGDON

Egdon Resources plc
Blackstable House Longridge
Sheepscombe
Stroud, Gloucestershire
England
GL6 7QX

Incorporated in England and Wales with registered number 06409716

Directors:

Mark Abbott (*Managing Director*)
Philip Stephens (*Non-Executive Chairman*)
Martin Durham (*Technical Director*)
Walter Roberts (*Non-Executive Director*)
Ken Ratcliff (*Non-Executive Director*)
Tim Davies (*Non-Executive Director*)

8 June 2023

To the holders of Egdon Shares and, for information only, to participants in the Egdon Share Plan, Warrant Holders and persons with information rights.

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF EGDON RESOURCES PLC BY PETRICHOR PARTNERS, LP

1 Introduction

On 17 May 2023, the board of directors of Egdon Resources plc ("**Egdon**") announced that they had reached agreement with Petrichor Partners, LP ("**Petrichor**") with regard to the terms of a recommended all cash acquisition by Petrichor of the entire issued and to be issued ordinary share capital (other than those shares already owned by or on behalf of Petrichor) of Egdon. Petrichor is Egdon's largest shareholder, with an existing 237,924,452 Egdon Shares representing 43.74 per cent. of voting rights.

I am writing to you today, on behalf of the Egdon Directors, to set out the background to the Acquisition and the reasons why the Egdon Directors consider the terms of the Acquisition to be fair and reasonable and are unanimously recommending that you vote in favour of the Scheme at the Court Meeting and in favour of the Special Resolution at the General Meeting, as the Egdon Directors have irrevocably undertaken to do in respect of their own beneficial holdings of Egdon Shares, which amount to 14,648,773 Egdon Shares in aggregate, representing approximately 2.69 per cent, of the total voting rights (and approximately 4.79 per cent. of voting rights of the Scheme Shares), as at the Latest Practicable Date.

I draw your attention to the letter from VSA Capital set out in Part 2 (*Explanatory Statement*) of this Document which gives details about the Acquisition and to the additional information set out in Part 8 (*Additional Information*) of this Document. Further information relating to the irrevocable undertakings given by the Egdon Directors and certain other Egdon Shareholders, including the circumstances in which they may lapse, is set out in this section 1 of the letter, and in section 8 of Part 8 (*Additional Information*) of this Document.

In order to approve the terms of the Acquisition, the required majority of Scheme Shareholders will need to vote in favour of the resolution to be proposed at the Court Meeting and the required majority of Egdon Shareholders will need to vote in favour of the Special Resolution relating to the Acquisition to be proposed at the General Meeting. The Court Meeting and the General Meeting are to be held at the offices of Norton

Rose Fulbright LLP at 3 More London Riverside, London, SE1 2AQ on 3 July 2023. The Court Meeting will start at 10.30 a.m. and the General Meeting will start at 10.45 a.m. (or as soon thereafter as the Court Meeting has concluded or been adjourned). Details of the actions you should take are set out in section 19 of Part 2 (*Explanatory Statement*) of this Document. Your attention is drawn to the recommendation of the Egdon Directors to Egdon Shareholders to vote in favour of the Scheme and the Special Resolution set out in section 11 of this letter.

The Scheme is subject to a number of Conditions which are set out in Part 3 (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document. It is expected that the Scheme will become Effective in the third quarter of 2023 subject to the satisfaction or (where applicable) waiver of all the relevant Conditions (including the NSTA Condition) and that despatch of the Cash Consideration (as detailed in section 2 of this letter) to Egdon Shareholders will take place within 14 days of the Effective Date. Details relating to the cancellation of the Egdon Shares and the settlement of the consideration offered by Petrichor are included in sections 14 and 15 respectively of Part 2 (*Explanatory Statement*) of this Document.

Egdon Shareholders should read the whole of this Document before deciding whether or not to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Scheme Shareholders' opinions. You are therefore strongly urged to complete, sign and return your Forms of Proxy or appoint a proxy online or through the CREST electronic proxy appointment service (as appropriate) as soon as possible.

2 Summary of the terms of the Acquisition

The Acquisition will be implemented by the acquisition of Egdon by Petrichor pursuant to a scheme of arrangement between Egdon and Scheme Shareholders under Part 26 of the Companies Act.

Under the terms of the Acquisition, Egdon Shareholders will be entitled to receive:

4.5 pence in cash for each Egdon Share

The Acquisition values the entire issued and to be issued share capital of Egdon at approximately £26.64 million on a fully diluted basis and the price of 4.5 pence per Egdon Share represents a premium of approximately:

- 96 per cent. to the Closing Price of 2.3 pence per Egdon Share on 16 May 2023 (being the last Business Day before the commencement of the Offer Period);
- 92 per cent. to the volume-weighted average price of 2.35 pence per Egdon Share for the one-month period ended 16 May 2023 (being the last Business Day before the commencement of the Offer Period); and
- 78 per cent. to the volume-weighted average price of 2.53 pence per Egdon Share for the three-month period ended 16 May 2023 (being the last Business Day before the commencement of the Offer Period).

The Egdon Shares will be acquired by Petrichor fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto. The total consideration payable by Petrichor for the Scheme Shares is approximately £14.73 million.

Further information about the Acquisition is provided in Part 2 (*Explanatory Statement*) of this Document. Details on the settlement of the consideration due under the Acquisition is set out at section 15 in Part 2 (*Explanatory Statement*) of this Document.

3 Background to and reasons for the recommendation

Egdon is an established energy business focussed on oil and gas exploration and production in the UK that is also developing opportunities for energy storage, hydrogen, geothermal and renewable generation. The Egdon Directors believe that Egdon will continue to build on its recent strong operating and financial performance.

However, whilst the Egdon Directors believe that Egdon's strategy is capable of delivering long-term growth and profitability, it recognises the material uncertainties and risks that it faces in the short to medium-term, most of which are beyond Egdon's control. These include the domestic political and regulatory backdrop to the oil & gas sector, which could significantly impact Egdon's near-term growth. The Egdon Directors believe this is unlikely to improve for the foreseeable future.

Furthermore, the weak macroeconomic outlook in the UK is placing significant pressure on many smaller quoted companies, particularly microcaps. There is a general lack of investor support in UK public markets for small cap natural resource companies. The market capitalisation of Egdon, together with limited share trading liquidity, could affect its ability to raise new capital at sensible valuations and, therefore, its ability to optimise Egdon's growth over the medium term.

The Egdon Directors believe that the share price performance of Egdon in the past two years does not reflect the improving overall performance of Egdon, particularly with the strong production from Egdon's Wressle oil field asset. This was particularly evident from the trading update published on 17 March 2023, followed by the interim results for the six months ended 31 January 2023, announced on 24 April 2023, when Egdon recorded strong production ahead of market guidance and yet the share price declined on both occasions.

The Egdon Directors believe the Acquisition reflects an attractive valuation for Egdon. The price per Scheme Share of 4.5 pence represents a very significant premium of 96 per cent. to the Closing Price of 2.3 pence on 16 May 2023 and a premium of 78 per cent. to the volume-weighted average price of 2.53 pence per Egdon Share for the three-month period ended on 16 May 2023. Furthermore, the Acquisition represents a significant premium to Egdon's share price over the past three years, apart from during the period leading up to and over the period when the UK shale gas moratorium was temporarily lifted last year. The Egdon Directors believe that the Acquisition will provide Egdon shareholders with the opportunity to obtain liquidity for their investment and to crystallise the value of their holdings at a very attractive price against an uncertain market and economic backdrop.

In considering its recommendation of the Acquisition, the Egdon Directors have taken into account the risks inherent in the continued execution of its strategy on a standalone basis, Egdon's current trading environment, and the potential for future growth in equity value for shareholders against the certainty of a full exit from the cash offer. This may be the only opportunity for shareholders to receive a certain cash realisation, risk-free, at such an attractive premium.

The Egdon Directors believe that the terms and offer price of the Acquisition fairly recognise the medium-term prospects and growth potential of Egdon as a standalone business.

The Egdon Directors believe that in implementing this Acquisition, it will offer the opportunity for Egdon to be a market leader in the UK onshore natural resource sector. The attractiveness of the Acquisition is enhanced through the shared vision of Egdon and Petrichor, with potential synergies to be realised from the combined resources and technical skillsets between both groups. This is due to the HEYCO Group's longstanding history as a major supportive shareholder in Egdon over many years.

The Egdon Directors are mindful of the constraints imposed by its relative lack of scale and cash resources in relation to some of the domestic and global competitors in the markets that it serves, most pointedly to the exploration element of the business. By utilising the financial resources and knowledge that Petrichor has at its disposal, Egdon would significantly improve its strategic positioning and opportunity to invest for growth and sustainable execution taking into account the inherent risk of natural resource exploration and development.

Prior to the commencement of the Acquisition, along with Egdon's financial advisers, Egdon explored potential alternative strategic options that might enhance the position of Egdon Shareholders. Although some had merit, the Egdon Directors concluded that none were capable of being implemented with the

support of all shareholders. The Egdon Directors were also conscious that Petrichor's existing shareholding of c.44 per cent. meant that any proposals would have to be agreed with it. The Egdon Directors were also aware that due to this shareholding, any takeover by a third party was highly unlikely to be successful.

In addition, the Egdon Directors are pleased with Petrichor's stated intentions concerning Egdon's management and employees, including Petrichor's confirmation that, following completion of the Acquisition, the existing contractual and statutory employment rights of all Egdon's management and employees will be maintained.

The Egdon Directors are also pleased that both Harbour Energy and Union Jack Oil (as major shareholders in Egdon) provided irrevocable undertakings to vote in favour of the Scheme at the General Meeting, thereby confirming their support for the Acquisition.

Having taken into account all relevant factors, the Egdon Directors believe that the terms of the Acquisition are compelling, acknowledge the quality and strong prospects of Egdon's business and deliver attractive value to Egdon Shareholders in cash, allowing them to crystallise the value of their holdings. As such, the Egdon Directors unanimously recommend the Acquisition to Egdon Shareholders

4 Irrevocable undertakings

The Egdon Directors who hold Egdon Shares have irrevocably undertaken to vote in favour of the resolutions relating to the Acquisition at the Meetings (or in the event that the Acquisition is implemented by a Takeover Offer, to accept such Takeover Offer) in respect of 14,648,773 Egdon Shares in aggregate, representing approximately 2.69 per cent. of Egdon's issued share capital (and approximately 4.79 per cent. of voting rights of the Scheme Shares) on 16 May 2023 (being the last Business Day before the commencement of the Offer Period).

Petrichor has also received irrevocable undertakings from Harbour Energy plc and Union Jack Oil plc in respect of a total of 62,733,333 Egdon Shares to vote in favour of the resolutions relating to the Acquisition at the Meetings (or in the event that the Acquisition is implemented by a Takeover Offer, to accept such Takeover Offer), representing, in aggregate, approximately 11.53 per cent. of the ordinary share capital of Egdon in issue (and approximately 20.50 per cent. of voting rights of the Scheme Shares) on 16 May 2023 (being the last Business Day before the commencement of the Offer Period).

In total, therefore, Petrichor has received irrevocable undertakings, including those irrevocable undertakings from the Egdon Directors who own Egdon Shares, in respect of, in aggregate, 77,382,106 Egdon Shares, representing approximately 14.23 per cent. of the issued ordinary share capital of Egdon (and approximately 25.28 per cent. of voting rights of the Scheme Shares) on 16 May 2023 (being the last Business Day before the commencement of the Offer Period).

Further details of these irrevocable undertakings, including the circumstances in which they may lapse, are set out in paragraph 8 of Part 8 (*Additional Information*) of this Document. Copies of the irrevocable undertakings are available on Egdon's website at www.egdon-resources.com/investors-2/disclaimer and will remain on display until the end of the Offer Period.

5 Egdon Board's view on Petrichor's intentions with regard to management, employees, pensions and locations

Your attention is drawn to Petrichor's strategic plans and intention statements for Egdon following the Effective Date, as set out in section 10 of Part 2 (*Explanatory Statement*) of this Document.

In considering the recommendation of the Acquisition to Egdon Shareholders, the Egdon Directors have given due consideration to Petrichor's intentions for the business, management, employees, pensions and locations of business of Egdon.

The Egdon Directors welcome the statements made by Petrichor about the achievements and experience of the Egdon management and employees and are pleased that existing contractual and statutory employment rights and pension arrangements will be maintained along with the place of business.

6 Egdon Share Plan and Warrants

Participants in the Egdon Share Plan should refer to section 8 of Part 2 of this Document for information relating to the effect of the Acquisition on their rights under the Egdon Share Plan.

Warrant Holders should refer to section 8 of Part 2 of this Document for information relating to the effect of Acquisition on their rights under the Warrant Instrument and relevant Warrant Certificate (as applicable).

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, including any Scheme Shareholders who did not vote to approve the Scheme or who voted against the Scheme at the Court Meeting.

7 Egdon Deferred Shares

Egdon has in issue 1,195,087,887 Deferred Shares. The Deferred Shares are not listed on any exchange and have limited rights. The Deferred Shares confer no right to participate in the profits of Egdon but confer the right to participate in a return of assets on a winding up of Egdon by a repayment of the capital paid up on such Deferred Shares after the holders of Egdon Shares have been paid the nominal capital paid up or credited as paid up on the Egdon Shares and a sum of £10,000 has been paid in respect of each Egdon Share. Holders of Deferred Shares have no other rights to participate in the assets of Egdon. The Deferred Shares do not confer on their holders any right to receive notice of, attend, speak or vote at general meetings of Egdon. Accordingly, the Deferred Shares do not constitute “equity share capital” for the purposes of the Code and the Deferred Shares will not form part of the Acquisition and the Scheme and no comparable offer under Rule 14 of the Code will be made for the Deferred Shares. Egdon and Petrichor intend for the Deferred Shares to be cancelled or transferred to Petrichor in accordance with the transfer provisions set out in the Articles on or shortly following the Effective Date.

8 Action to be taken by Egdon Shareholders

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Egdon Shareholders in respect of the Scheme are set out in section 19 of Part 2 (*Explanatory Statement*) of this Document.

Whether or not you intend to be present at either of the Meetings in person, you are requested to complete, sign and return both the enclosed Forms of Proxy for the Court Meeting (blue form) and for the General Meeting (white form) in accordance with the instructions printed on the forms or, alternatively, appoint a proxy electronically or via CREST as soon as possible.

Details relating to the cancellation of the Egdon Shares and the settlement of the consideration offered by Petrichor are included in section 14 and section 15 respectively of Part 2 (*Explanatory Statement*) of this Document.

9 Overseas Shareholders

Overseas Shareholders should refer to Part 7 (*Additional Information for Overseas Shareholders*) of this Document, which contains important information relevant to such holders.

10 United Kingdom taxation

Your attention is drawn to Part 6 (*United Kingdom Taxation*) and Part 7 (*Additional Information for Overseas Shareholders*) of this Document, which contain a summary of limited aspects of the UK tax treatment of the Scheme. This summary relates only to the position of certain categories of Egdon Shareholders (as explained further in Part 6 (*United Kingdom Taxation*) and Part 7 (*Additional Information for Overseas Shareholders*) of this Document), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme given your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

11 Recommendation

The Egdon Directors, who have been so advised by VSA Capital as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Egdon Directors, VSA Capital has taken into account the commercial assessments of the Egdon Directors. VSA Capital is providing independent financial advice to the Egdon Directors for the purposes of Rule 3 of the Code.

The Egdon Directors consider that the terms of the Acquisition are in the best interests of the Egdon Shareholders as a whole. Accordingly, the Egdon Directors have unanimously recommended that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Egdon Shareholders vote in favour of the Resolution to be proposed at the General Meeting as the Egdon Directors who hold Egdon Shares have irrevocably undertaken to do in respect of their own beneficial holdings of 14,648,773 Egdon Shares in aggregate, representing approximately 2.69 per cent. of Egdon's issued share capital on 16 May 2023 (being the last Business Day before the commencement of the Offer Period).

Further information

Your attention is drawn to further information contained in Part 2 (*Explanatory Statement*), Part 3 (*Conditions to the Implementation of the Scheme and to the Acquisition*), Part 4 (*The Scheme of Arrangement*) and Part 8 (*Additional Information*) of this Document which provides further details concerning the Scheme.

You are advised to read the whole of this Document and not just rely on the summary information contained in this letter or the Explanatory Statement.

Yours faithfully

Philip Stephens
Chairman
Egdon Resources plc

PART 2

EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act 2006)

VSA Capital Limited
Park House
16-18 Finsbury Circus
London
EC2M 7EB

8 June 2023

To the holders of Egdon Shares and, for information only, to participants in the Egdon Share Plan, Warrant Holders and persons with information rights

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF EGDON RESOURCES PLC BY PETRICHOR PARTNERS, LP

1 Introduction

On 17 May 2023, the board of directors of Egdon Resources plc ("**Egdon**") announced that they had reached agreement with Petrichor Partners, LP ("**Petrichor**") with regard to the terms of a recommended all cash acquisition by Petrichor of the entire issued and to be issued ordinary share capital (other than those shares already owned by or on behalf of Petrichor) of Egdon.

The Egdon Directors have been advised by VSA Capital in connection with the Acquisition and the Scheme. VSA Capital is providing independent financial advice to the Egdon Directors for the purposes of Rule 3 of the Code and has been authorised by the Egdon Directors to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information.

Your attention is drawn to the letter from the Chairman of Egdon set out in Part 1 (*Letter from the Chairman of Egdon*) of this Document, which forms part of this Explanatory Statement. The letter contains, among other things (a) the unanimous recommendation by the Egdon Directors to Scheme Shareholders to vote in favour of the Special Resolution to be proposed at the Court Meeting and the General Meeting and (b) information on the background to and reasons for the recommendation.

The Scheme requires, among other things, the approval of Scheme Shareholders at the Court Meeting and Egdon Shareholders at the General Meeting as well as the sanction of the Court. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this Document. For overseas holders of Egdon Shares, your attention is drawn to Part 7 (*Additional Information for Overseas Shareholders*) of this Document, which forms part of this Explanatory Statement.

Statements made or referred to in this letter regarding Petrichor's reasons for the Acquisition, information concerning the business of Petrichor, the financial effects of the Acquisition on Petrichor and/or intentions or expectations of or concerning Petrichor reflect the views of the Petrichor Responsible Persons (whose names are set out in section 2.2 of Part 8 (*Additional Information*) of this Document).

Statements made or referred to in this letter regarding the background to and reasons for the recommendation of the Egdon Directors, information concerning the business of the Egdon Group and/or intentions or expectations of or concerning the Egdon Group prior to completion of the Acquisition, reflect the views of the Egdon Directors.

2 Summary of the terms of the Acquisition

The Acquisition will be implemented by the acquisition of Egdon by Petrichor pursuant to a scheme of arrangement between Egdon and Scheme Shareholders under Part 26 of the Companies Act.

Under the terms of the Acquisition, Egdon Shareholders will be entitled to receive:

4.5 pence in cash for each Egdon Share

The Acquisition values the entire issued and to be issued share capital of Egdon at approximately £26.64 million on a fully diluted basis and the price of 4.5 pence per Egdon Share represents a premium of approximately:

- 96 per cent. to the Closing Price of 2.3 pence per Egdon Share on 16 May 2023 (being the last Business Day before the commencement of the Offer Period);
- 92 per cent. to the volume-weighted average price of 2.35 pence per Egdon Share for the one-month period ended 16 May 2023 (being the last Business Day before the commencement of the Offer Period); and
- 78 per cent. to the volume-weighted average price of 2.53 pence per Egdon Share for the three-month period ended 16 May 2023 (being the last Business Day before the commencement of the Offer Period).

The Egdon Shares will be acquired by Petrichor fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto.

If, before the Effective Date, any dividend, distribution or other return of capital or value is announced, declared, made or paid by Egdon or becomes payable by Egdon in respect of the Egdon Shares, Petrichor reserves the right to reduce the consideration payable under the terms of the Acquisition of the Egdon Shares by an amount up to the amount of such dividend and/or distribution and/or other return of capital or value, in which case any reference in this Document to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, Egdon Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital or value.

3 Background to and reasons for the recommendation

See section 3 of Part 1 (*Letter from the Chairman of Egdon*) for further information regarding the background to and reasons for the recommendation by the Egdon Directors to holders of Egdon Shares to vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting.

4 Information relating to Egdon

Egdon is an established energy business focussed on oil and gas exploration and production in the UK and quoted on AIM (AIM: EDR) with a market capitalisation of approximately £12.51 million as at 16 May 2023, being the Latest Practicable Date prior to the Announcement. Egdon's vision is to provide locally derived, secure, affordable, and sustainable energy to meet the UK's evolving energy needs.

Egdon holds interests in 34 licences in the UK with exposure to the full cycle of opportunities from exploration through to development and production of oil and gas activities. Further details on Egdon's assets and operations are provided on Egdon's website at www.egdon-resources.com.

Egdon's flagship project is the Wressle oil field where it holds a 30 per cent. operated interest. This asset has achieved total field production to 31 January 2023 of 357,838 barrels of oil. Egdon has other production assets at Keddington, Ceres, Waddock Cross (shut-in), Avington (shut-in), Kirkleatham (shut-in) and Fiskerton Airfield (shut-in). Egdon has exploration projects at, Biscathorpe, and North Kelsey and an option on a new exploration project at Weaverthorpe.

Egdon's primary focus is on conventional oil and gas projects, but Egdon also has significant shale assets that are currently impacted by the UK's moratorium on hydraulic fracturing for shale gas.

Egdon is also developing opportunities for energy storage, hydrogen, geothermal and renewable generation, all of which are presently at an early stage of development.

Egdon has significant technical and operational experience with 11 employees including directors and operational staff (as at 31 July 2022). Egdon aims to build value through developing sustainable long-term relationships with partners and the community and is committed to the highest standards of health, safety and environmental protection.

In recent years, Egdon has seen an improvement in its financial performance driven by a growth in production and revenues and a move to profitability. For the six-month period ended 31 January 2023, Egdon reported production of 46,465 barrels of oil equivalent (“boe”) equating to a rate of 253 boe per day (“boepd”), ahead of guidance of 225-245 boepd and up by 27 per cent. compared to the comparable period on the previous year of 36,714 boe and 200 boepd. This had led to Egdon recording an increase of c.46 per cent. in revenue during the six-month period ended 31 January 2023 from £2.551 million (1H 2022) to £3.725 million. Overall profit for the period after a tax charge of £0.741 million (H1 2022: £Nil) was £0.435 million (H1 2022: £1.222 million).

5 Background to and reasons for the Acquisition

Petrichor, a partnership of which the general partner is HEYCO International, Inc., is a wholly owned subsidiary of HEYCO Energy Group, Inc.. The ultimate parent company of HEYCO Energy Group, Inc. and Petrichor is Explorers Petroleum Corp, which is controlled by George Yates. HEYCO Group is an upstream energy portfolio group that delivers strategy, sophisticated technology, and capital to oil and gas exploration projects in the United States and Europe.

Through Petrichor and other entities, HEYCO Group has invested in and provided technical advice to Egdon for more than two decades (and since 2016 has been a substantial shareholder in Egdon). The acquisition of Egdon adds to HEYCO Group’s expanding portfolio in Europe following the acquisition of a gas field in Northern Spain and the opening of a Madrid office in 2022.

HEYCO Group believes the timing is right to acquire Egdon and take it private, as HEYCO Group believes that the public market continues to undervalue its assets, including the impressive Wressle development. Bringing Egdon into the HEYCO Group will create efficiencies, economies of scale, and, most importantly, add valuable assets and experienced personnel to its portfolio. Additionally, owning Egdon will allow HEYCO Group to more efficiently deploy capital and human resources to its most valuable projects across the UK, as well as Spain and the United States.

HEYCO Group believes that fossil fuels remain critical for the UK’s future and that Egdon is strategically positioned for that future with its conventional projects as well as with opportunities for gas storage, hydrogen, geothermal, and renewable generation.

6 Information on Petrichor

Petrichor, a partnership of which the general partner is HEYCO International, Inc., is a wholly owned subsidiary of HEYCO Energy Group, Inc.. The ultimate parent company of HEYCO Energy Group, Inc. and Petrichor is Explorers Petroleum Corp, which is controlled by George Yates. HEYCO Group is an upstream energy portfolio group that delivers strategy, sophisticated technology, and capital to oil and gas exploration projects in the United States and Europe.

Headquartered in Dallas, Texas, and with offices in Roswell, New Mexico, and Madrid, Spain, HEYCO Group is privately owned by members of the Yates family of Southeastern New Mexico who have been active in the oil and gas industry since the 1920s. Chairman and CEO George Yates is the grandson of pioneer oilman Martin Yates, who with his partners discovered the first commercial oil well on state lands in New Mexico in 1924. For several decades, HEYCO Group operated in the Permian Basin, specifically in the Delaware Basin, with lease positions in all of the noteworthy horizontal plays.

HEYCO Group’s core strengths are technical knowledge and management experience delivered by a team with proven expertise in geology, geophysics, reservoir engineering, international negotiation, drilling and production, and land and operations management.

One of the few U.S. independent oil and gas companies with significant exposure in Europe, HEYCO Group has been strategically investing in the continent's conventional and unconventional plays for more than 20 years. HEYCO Group was part of the group that commenced production at the Avington field in southern England in 2007 and is the parent company of a current UK licence holder.

7 Financing of the Acquisition

The Cash Consideration payable by Petrichor under the terms of the Acquisition will be funded from the existing cash resources of Petrichor which are drawn and fully funded.

SPARK, in its capacity as financial adviser to Petrichor, is satisfied that sufficient resources are available to satisfy in full the Cash Consideration payable to Scheme Shareholders under the terms of the Acquisition.

8 Egdon Share Plan and Warrants

Participants in the Egdon Share Plan should refer to section 15.4 of Part 2 of this Document for information relating to the effect of the Acquisition on their rights under the Egdon Share Plan.

Warrant Holders should refer to section 15.4 of Part 2 of this Document for information relating to the effect of Acquisition on their rights under the Warrant Instrument and relevant Warrant Certificate.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, including any Scheme Shareholders who did not vote to approve the Scheme or who voted against the Scheme at the Court Meeting.

9 The Egdon Directors and the effect of the Scheme on their interests

The names of the Egdon Directors and the details of their interests in the share capital of Egdon are set out in section 3 of Part 8 (*Additional Information*) of this Document.

Particulars of the service contracts of the Egdon Directors are set out in section 5 of Part 8 (*Additional Information*) of this Document.

Certain of the Egdon Directors are participants in the Egdon Share Plan and section 8 above will apply to their interests in such plan in the same manner as is the case for other participants in the Egdon Share Plan.

Certain of the Egdon Directors are Warrant Holders and section 8 above will apply to their interests pursuant to the Warrant Instrument and relevant Warrant Certificate in the same manner as is the case for other Warrant Holders.

10 Petrichor's intentions with regard to Directors, management, employees, pensions, research and development and locations

Petrichor holds in high regard the achievements and expertise of the existing management and employees of Egdon. Petrichor intends that existing employees of Egdon will continue to contribute to Egdon's ongoing success and does not intend to make any headcount reductions or any material changes in the conditions of employment or the balance of skills and functions of the employees and management as a result of the Acquisition.

Petrichor has not entered into and has not had discussions on proposals to enter into, any form of incentivisation arrangement with any member of Egdon's management team and does not intend that any such discussions will take place before completion of the Acquisition.

Existing Rights and pensions schemes

Petrichor confirms that, following completion of the Acquisition, the existing contractual and statutory employment rights, including in relation to pensions, of the Egdon Group's management, directors, and employees will be fully safeguarded in accordance with applicable law. Petrichor does not intend to make any changes with regards to the Egdon Group's existing pension scheme including with regard to the accrual

of benefits for existing members and the admission of new members. Egdon does not have a defined benefit pension scheme.

Locations, headquarters and research and development

Following the completion of the Acquisition, Petrichor does not intend to make any restructurings or changes in location of either Petrichor's or Egdon's headquarters and headquarters functions and places of business. In addition, no changes are expected with respect to the deployment of Egdon's fixed asset base or Egdon's research and development functions.

Trading Facilities

Egdon's Shares are currently admitted to trading on AIM. Subject to the Scheme becoming Effective, an application will be made to the London Stock Exchange to cancel the admission of Egdon's Shares to trading on AIM, following which Egdon will be re-registered as a private limited company.

11 Description of the Scheme and Meetings

11.1 *The Scheme*

The Acquisition is to be implemented by means of a Court-sanctioned scheme of arrangement between Egdon and the Scheme Shareholders, under Part 26 of the Companies Act. The procedure requires approval by the requisite majority of Scheme Shareholders of the resolution to be proposed at the Court Meeting and by the requisite majority of Egdon Shareholders of the Special Resolution relating to the Acquisition at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this Document.

The purpose of the Scheme is to provide for Petrichor to become the holder of the entire issued and to be issued share capital of Egdon not already directly or indirectly held by or on behalf of Petrichor. This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders as at the Scheme Record Time to Petrichor, in consideration for which Petrichor will pay cash on the basis set out in this Part 2 (*Explanatory Statement*) of this Document.

11.2 *Meetings*

Before the Court's sanction can be sought for the Scheme, the Scheme requires the approval by the requisite majority of Scheme Shareholders of the resolution to be proposed at the Court Meeting and by the requisite majority of Egdon Shareholders of the Special Resolution relating to the Acquisition at the separate General Meeting. The Court Meeting and the General Meeting are to be held at the offices of Norton Rose Fulbright LLP at 3 More London Riverside, London, SE1 2AQ on 3 July 2023. The Court Meeting will start at 10.30 a.m. and the General Meeting will start at 10.45 a.m. (or as soon thereafter as the Court Meeting has concluded or been adjourned). The Court Meeting is being held with the permission of the Court to seek the approval of Scheme Shareholders for the Scheme. The General Meeting is being convened to seek the approval of Egdon Shareholders to enable the Egdon Directors to implement the Scheme and to amend the articles of association of Egdon as described in section 11.3 of this Part 2 (*Explanatory Statement*) of this Document.

Notices of both the Court Meeting and the General Meeting are set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document. Entitlement to attend and vote at the Meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Egdon at the Voting Record Time. Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Egdon Shareholders and Scheme Shareholders before the Meetings through Egdon's website www.egdon-resources.com/investors-2/disclaimer and by announcement through a Regulatory Information Service.

Whilst Egdon Shareholders and Scheme Shareholders are being given the opportunity to attend the relevant Meeting in person, Egdon Shareholders and Scheme Shareholders are nevertheless strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting as soon as possible, using any of the methods (online, electronically through CREST, by post or by hand) set out below. Egdon Shareholders and Scheme Shareholders are also strongly

encouraged to appoint “the Chairman of the meeting” rather than any other named person as their proxy for the General Meeting and the Court Meeting, respectively. This will ensure that their vote will be counted if they (or any other proxy they might otherwise appoint) are not able to attend the relevant Meeting. Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Scheme Shareholders and Egdon Shareholders before the Meetings, including through Egdon’s website www.egdon-resources.com/investors-2/disclaimer and by announcement through a Regulatory Information Service. Egdon Shareholders should continue to monitor Egdon’s website and exchange news services for any updates.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of or against or abstained from voting on the Special Resolution relating to the Acquisition at the General Meeting.

Any Egdon Shares which Petrichor may acquire prior to the Court Meeting or the General Meeting (and any Egdon Shares which any member of the Petrichor Group (or their nominees) holds at the date of the Court Meeting or General Meeting) are not Scheme Shares and therefore no member of the Petrichor Group (or their nominees) is entitled to vote at the Court Meeting in respect of the Egdon Shares held or acquired by it. Petrichor will undertake to be bound by the Scheme.

Egdon will announce the details of the votes at the Meetings as required under the Code through a Regulatory Information Service as soon as practicable after the conclusion of the Meetings and, in any event, by no later than 8.00 a.m. on the Business Day following the Meetings.

(A) Court Meeting

The Court Meeting has been convened for 10.30 a.m. on 3 July 2023 to enable the Egdon Shareholders who are registered as members of Egdon at the Voting Record Time to consider and, if thought fit, approve the Scheme. At the Court Meeting, voting will be by poll and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held as at the Voting Record Time. The approval required at the Court Meeting is a majority in number of those Scheme Shareholders present and voting (and entitled to vote) in person or by proxy, representing 75 per cent. or more in value of the Egdon Shares voted by such Scheme Shareholders present and voting in person.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Whether or not you intend to attend and/or vote at the Court Meeting, you are strongly advised to transmit a proxy appointment and voting instruction (online or electronically through CREST) or sign and return your blue Form of Proxy by post for the Court Meeting as soon as possible.

Scheme Shareholders are also strongly encouraged to appoint the Chairman of the Court Meeting as their proxy rather than any other named person. This will ensure that your vote will be counted if you (or any other proxy you might otherwise appoint) are not able to attend the Court Meeting.

The return of a completed Form of Proxy, the online appointment of a proxy or the submission of a proxy electronically via CREST will not prevent you from attending, speaking and voting at the Court Meeting, or any adjournment thereof, if you are entitled to do so. If you choose to attend the Court Meeting and/or the General Meeting in person, any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

You will find the notice of Court Meeting in Part 10 (*Notice of Court Meeting*) of this Document.

(B) *General Meeting*

In addition, the General Meeting has been convened for the same date (to be held immediately after the Court Meeting) to consider and, if thought fit, pass the Special Resolution to:

- (i) authorise the Egdon Directors to take all such actions as are necessary or appropriate for implementing the Scheme; and
- (ii) amend the articles of association of Egdon in the manner described in section 11.3 of this Part 2 (*Explanatory Statement*) of this Document.

Voting at the General Meeting will be by poll and each Egdon Shareholder present in person or by proxy will be entitled to one vote for each Egdon Share held as at the Voting Record Time. The approval required for the Special Resolution to be passed is at least 75 per cent. of the votes cast on such resolution (in person or by proxy).

Whether or not you intend to attend and/or vote at the General Meeting, you are strongly advised to transmit a proxy appointment and voting instruction (online or electronically through CREST) or sign and return your white Form of Proxy by post for the General Meeting as soon as possible.

Egdon Shareholders are also strongly encouraged to appoint the Chairman of the General Meeting as their proxy rather than any other named person. This will ensure that your vote will be counted if you (or any other proxy you might otherwise appoint) are not able to attend the General Meeting.

The return of a completed Form of Proxy, the online appointment of a proxy or the submission of a proxy electronically via CREST will not prevent you from attending, speaking and voting at the General Meeting, or any adjournment thereof if you are entitled to do so. If you choose to attend the Court Meeting and/or the General Meeting in person any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

You will find the notice of General Meeting in Part 11 (*Notice of General Meeting*) of this Document.

(C) *Sanction Hearing*

Under the Companies Act, the Scheme requires the sanction of the Court. The Scheme shall lapse if:

- (i) the Court Meeting and the General Meeting are not held by the 22nd day after the expected date of the Court Meeting and the General Meeting on 3 July 2023 (or such later date as may be agreed between Petrichor and Egdon with the consent of the Panel (and that the Court may allow if required)); or
- (ii) the Scheme does not become Effective by 11.59 p.m. on the Long Stop Date,

provided, however, that the deadlines for the timing of the Court Meeting, the General Meeting and the Sanction Hearing, as set out above, may be waived by Petrichor, and the deadline for the Scheme to become Effective may be extended by agreement between Petrichor and Egdon, with the consent of the Panel and (if required) the Court.

As noted above, the Sanction Hearing to sanction the Scheme is currently expected to take place in the third quarter of 2023 following satisfaction (or if applicable waiver) of the Conditions (including the NSTA Condition). For further details as to key dates, see the expected timetable of principal events on page 13.

The Sanction Hearing will be held at The Royal Courts of Justice, the Rolls Building, Fetter Lane, London, EC4A 1NL on a date to be confirmed. All Scheme Shareholders are entitled to attend the Sanction Hearing should they wish to do so and any such Scheme Shareholders who wish to attend the Sanction Hearing should contact Egdon for details.

Following sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is presently expected to occur two Business Days after the date of the Sanction Hearing, subject to the satisfaction (or, where applicable, waiver) of the Conditions.

Egdon and/or Petrichor will make an announcement through a Regulatory Information Service as soon as practicable following the Scheme becoming Effective.

Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on the Special Resolution relating to the Acquisition at the General Meeting.

If the Scheme does not become Effective by the Long Stop Date, the Scheme will never become Effective.

(D) *Forms of Proxy*

Information on the procedure for appointing proxies and giving voting instructions is set out in section 19 of this Part 2 (*Explanatory Statement*) of this Document.

11.3 ***Amendments to Egdon's articles of association***

It is proposed, in the Special Resolution, to amend Egdon's articles of association to ensure that any Egdon Shares issued between the time at which the Special Resolution is passed, and the Scheme Record Time will be subject to the Scheme and the holders of such Egdon Shares will be bound by the terms of the Scheme. It is also proposed to amend Egdon's articles of association so that, subject to the Scheme becoming Effective, any Egdon Shares issued to any person other than Petrichor or its nominee(s) at or after the Scheme Record Time will be automatically acquired by Petrichor on the same terms as under the Scheme (other than terms as to timing and formalities). This will avoid any person (other than Petrichor or its nominee(s)) being left with Egdon Shares after dealings in such shares have ceased on the Scheme becoming Effective. The Special Resolution set out in the notice of General Meeting at Part 11 (*Notice of General Meeting*) of this Document seeks the approval of Egdon Shareholders for such amendment.

11.4 ***Entitlement to attend and vote at the Meetings***

Each Egdon Shareholder who is entered in Egdon's register of members at the Voting Record Time (expected to be 6.00 p.m. on 29 June 2023) will be entitled to attend, speak and vote on all resolutions to be put to the General Meeting and Court Meeting respectively. If either Meeting is adjourned, only those Egdon Shareholders on the register of members at 6.00 p.m. on the day which is two Business Days before the adjourned Meeting will be entitled to attend, speak and vote. Each eligible Egdon Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote, instead of him or her. A proxy need not be a Egdon Shareholder. Eligible Egdon Shareholders who return completed Forms of Proxy or appoint a proxy online or electronically through CREST may still attend the Meetings instead of their proxies and vote in person, if they wish and are entitled to do so. If you choose to attend the Court Meeting and/or the General Meeting in person and vote, any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings (either in person or by appointing a proxy), please call the Receiving Agent, Neville Registrars, on +44 (0)121 585 1131 or write to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Neville Registrars calls may be monitored or recorded, and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

Attendance at the Meetings in person

Egdon Shareholders who wish to attend the Meetings in person will be able to do so but are asked to register their intention to attend in person as soon as possible, by emailing info@egdon-resources.com. Whilst failure by an Egdon Shareholder to register an intention to attend the Meetings in person will not preclude entry or attendance on the day, registration will assist Egdon in preparing the venue in advance of the Meetings in line with any site guidelines in place at the time in relation to health, safety and security. If an Egdon Shareholder is attending either or both of the Meetings in person, they will be required to adhere to the site guidelines in place at the time. All Egdon Shareholders are strongly encouraged to vote in advance by submitting both Forms of Proxy (or alternatively appointing a proxy online or electronically through CREST) as soon as possible and to appoint the Chairman of the relevant Meeting as their proxy rather than any other named person. This will ensure that their vote will be counted if they (or any other proxy they might otherwise appoint) are not able to attend the Meetings.

11.5 Modifications to the Scheme

The Scheme contains a provision for Egdon and Petrichor jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances for the purpose of approving any such modification, addition or condition.

In accordance with the Code, modifications or revisions to the Scheme may only be made (a) 14 days or more prior to the date of the Meetings (or any such later date to which such Meetings are adjourned), or (b) at a later date, with the consent of the Panel.

11.6 Implementation by way of an Offer

Petrichor reserves the right (with the consent of the Panel, as applicable) at any time to elect to implement the Acquisition by way of an Offer as an alternative to the Scheme. In such event, the acceptance condition will be set at 90 per cent. of the Egdon Shares (or such other percentage as Petrichor may, subject to the rules of the Code and with the consent of the Panel, if required, decide, being in any case more than 50 per cent. of the Egdon Shares) and such Offer will otherwise be implemented on substantially the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments including to reflect the change in method of effecting the Offer. Further, if the Offer becomes or is declared unconditional and sufficient acceptances of such Offer are received and/or sufficient Egdon Shares are otherwise acquired, it is the intention of Petrichor to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Egdon Shares in respect of which such Offer has not been accepted.

12 Conditions to the Acquisition

The Acquisition and, accordingly, the Scheme is subject to a number of conditions set out in full in Part 3 (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, including:

- approval of the resolution proposed at the Court Meeting by the requisite majority of the Scheme Shareholders at the Court Meeting;
- approval of the Special Resolution by the requisite majority of the Egdon Shareholders at the General Meeting;
- the NSTA Condition;
- following the Court Meeting and the General Meeting, the sanction of the Scheme by the Court; and
- following such sanction, the delivery of a copy of the Court Order to the Registrar of Companies.

The Scheme can only become Effective if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme will become Effective upon a copy of the Court Order being delivered to the Registrar

of Companies for registration. Subject to the sanction of the Scheme by the Court, this is expected to occur in the third quarter of 2023. Unless the Scheme becomes Effective by the Long Stop Date (or such later date (if any) as Egdon and Petrichor may agree with the Panel's consent and as the Court may allow, if such consent and/or approval is/are required), the Acquisition will not proceed.

If any of Conditions 1, 2(A), 2(B) or 2(C) set out in Part 3 (*Conditions to the Scheme and the Acquisition*) of this Document are not satisfied by the relevant deadline specified therein Petrichor shall make an announcement through a Regulatory Information Service by 8.00 a.m. (London time) on the Business Day following the deadline so specified confirming whether Petrichor has invoked the relevant Condition, (where applicable) waived the relevant deadline or, with the agreement of Egdon (with the Panel's consent and as the Court may approve (if such consent(s) or approval(s) is/are required)), specified a new date by which that Condition must be satisfied.

Should any of these dates change, Egdon will give adequate notice by issuing an announcement through a Regulatory Information Service, with such announcement being made available on Egdon's website at www.egdon-resources.com/investors-2/disclaimer

13 Offer-related arrangements

Summaries of the offer-related arrangements entered into in connection with the Acquisition are set out in section 9 of Part 8 (*Additional Information*) of this Document. These agreements have been made available on Egdon's website at www.egdon-resources.com/investors-2/disclaimer and Petrichor's website at www.heycoenergy.com/petrichor-partners.

14 Cancellation of Egdon Shares

Prior to the Scheme becoming Effective, application will be made by Egdon to the London Stock Exchange for the cancellation of the admission of the Egdon Shares to the London Stock Exchange's AIM to take effect on or shortly after the Effective Date. The last day of dealings in Egdon Shares on the AIM of the London Stock Exchange is expected to take place in the third quarter of 2023, on the Business Day immediately prior to the Effective Date and no transfers shall be registered after 6.00 p.m. on that date. On the Effective Date, share certificates in respect of Egdon Shares shall cease to be valid and entitlements to Egdon Shares held within the CREST system shall be cancelled. It is also proposed that, following the Effective Date and after its shares are de-listed, Egdon will be re-registered as a private limited company.

15 Settlement of consideration

Subject to the Acquisition becoming Effective (and except as provided in Part 7 (*Additional Information for Overseas Shareholders*) of this Document in relation to certain Overseas Shareholders), settlement of the Cash Consideration to which any Egdon Shareholder is entitled under the Scheme will be effected in the following manner:

15.1 Egdon Shares held in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Egdon Shares in uncertificated form, the Cash Consideration to which such Scheme Shareholder is entitled will be transferred to such person through CREST by Petrichor instructing or procuring the instruction of Euroclear to create an assured payment obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Egdon Shares in respect of the Cash Consideration due to such Scheme Shareholder not later than the 14th day following the Effective Date.

At the Scheme Record Time, each holding of Egdon Shares credited to any stock account in CREST will be disabled and all Egdon Shares will be removed from CREST in due course. Petrichor reserves the right to pay all, or any part of, the Cash Consideration referred to above to all or any Scheme Shareholder(s) who hold Egdon Shares in uncertificated form in the manner referred to in section 15.2 below if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this section 15.1 or to do so would incur material additional costs.

15.2 ***Egdon Shares held in certificated form***

Where, at the Scheme Record Time, a Scheme Shareholder holds Egdon Shares in certificated form, settlement of the Cash Consideration due under the Scheme in respect of the Scheme Shares will be by a cheque in Pounds Sterling drawn on a branch of a clearing bank in the United Kingdom, despatched by first class post (or by such other method as may be approved by the Panel).

Such payment made by cheque will be payable to the Scheme Shareholder(s) concerned and the encashment of any such cheque shall be a complete discharge of Petrichor's obligations under the Scheme to pay the monies represented thereby. Petrichor shall despatch or procure the despatch of cheques within 14 days of the Effective Date to the person entitled thereto at the address as appearing in the register of members of Egdon at the Scheme Record Time. None of Egdon, Petrichor, any nominee(s) of Petrichor or any of their respective agents shall be responsible for any loss or delay in the transmission of cheques sent in this way, and such cheques shall be sent at the risk of the person or persons entitled thereto.

On the Effective Date each certificate representing Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Egdon, delivered up to Egdon, or to any person appointed by Egdon to receive the same.

15.3 ***General***

All documents and remittances sent to Egdon Shareholders will be sent at the risk of the person(s) entitled thereto.

On the Effective Date, each certificate representing Scheme Shares will cease to be valid documents of title and should be destroyed or, at the request of Egdon, delivered up to Egdon, or to any person appointed by Egdon to receive the same.

In accordance with the Scheme, as from the Scheme Record Time, Egdon will procure that entitlements to Scheme Shares credited to any stock account in CREST shall be disabled. With effect from, or as soon as practicable after, the Effective Date, Egdon will procure that Euroclear is instructed to cancel or transfer the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form. Following cancellation or transfer of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Egdon will procure that such entitlements to Scheme Shares are rematerialised.

Subject to the completion of the relevant forms of transfer or other instruments or instructions of transfer as may be required in accordance with the Scheme and the payment of any UK stamp duty thereon, Egdon will make or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to Petrichor and/or its nominee(s).

Except with the consent of the Panel, settlement of the Cash Consideration to which any Egdon Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which Petrichor might otherwise be, or claim to be, entitled against such Egdon Shareholder.

Save as required in relation to the settlement of Cash Consideration pursuant to the terms of the Scheme, all mandates and other instructions given to Egdon by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares will, as from the Effective Date, cease to be valid.

15.4 ***Egdon Share Plan and Warrants***

In the case of Scheme Shares issued or transferred to satisfy the exercise of options under the Egdon Share Plan after the making of the Court Order and prior to the Scheme Record Time, the Cash Consideration due under the Scheme will be settled by such method as shall be determined by Egdon (including, but not limited to, procuring that payments are made to the relevant employees or directors through payroll as soon as practicable subject to the deduction of any applicable exercise price, income taxes and social security contributions). Any Egdon Shares to which participants become entitled on any subsequent exercise of options will be automatically acquired by Petrichor for the same consideration as payable under the Scheme under the amendment to the Egdon articles of association to be proposed at the General Meeting.

In the case of Scheme Shares issued or transferred to satisfy the exercise of Warrants after the making of the of the Court Order and prior to the Scheme Record Time, the Cash Consideration due under the Scheme will be settled by such method as shall be determined by Egdon (including, but not limited to, procuring that payments are made to any relevant employees or directors (as applicable) through payroll as soon as practicable subject to the deduction of any applicable exercise price, income taxes and social security contributions). Any Egdon Shares to which Warrant Holders become entitled on any subsequent exercise of Warrants will be automatically acquired by Petrichor for the same consideration as payable under the Scheme under the amendment to the Articles to be proposed at the General Meeting.

15.5 Dividends

If any dividend or other distribution in respect of the Egdon Shares is announced, declared, payable or paid in respect of the Egdon Shares prior to the Effective Date, Petrichor reserves the right to reduce the Cash Consideration payable for each Egdon Share by the amount of all or part of any such dividend or other distribution.

If, before the Effective Date, any dividend, distribution or other return of capital or value is announced, declared, made or paid by Egdon or becomes payable by Egdon in respect of the Egdon Shares, Petrichor reserves the right to reduce the consideration payable under the terms of the Acquisition of the Egdon Shares by an amount up to the amount of such dividend and/or distribution and/or other return of capital or value, in which case any reference in this Document to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, Egdon Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital or value.

16 United Kingdom taxation

Your attention is drawn to Part 6 (*United Kingdom Taxation*) and Part 7 (*Additional Information for Overseas Shareholders*) of this Document, which contain a summary of limited aspects of the UK tax treatment of the Scheme. This summary relates only to the position of certain categories of Egdon Shareholders (as explained further in Part 6 (*United Kingdom Taxation*) and Part 7 (*Additional Information for Overseas Shareholders*) of this Document), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme given your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom

17 Overseas shareholders

Overseas Shareholders should refer to Part 7 (*Additional Information for Overseas Shareholders*) of this Document which contains important information relevant to such Overseas Shareholders.

18 Further information

The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this Document. Further information regarding Egdon and Petrichor is set out in Part 8 (*Additional Information*) of this Document. Documents published and available for inspection are listed in section 14 of Part 8 (*Additional Information*) of this Document.

19 Actions to be taken

Documents

Please check that you have received the following with this Document:

- a blue Form of Proxy for use in respect of the Court Meeting on 3 July 2023;
- a white Form of Proxy for use in respect of the General Meeting on 3 July 2023; and

- a pre-paid envelope for use in the UK only for the return of the blue Form of Proxy and the white Form of Proxy marked 'Forms of Proxy'.

If you are an Egdon Shareholder and you have not received all of these documents, please contact the shareholder helpline on the number indicated below.

Voting at the Court Meeting and General Meeting

IT IS IMPORTANT THAT, FOR THE COURT MEETING, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR REPRESENTATION OF SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN BOTH FORMS OF PROXY OR, ALTERNATIVELY, APPOINT A PROXY ONLINE OR ELECTRONICALLY THROUGH CREST AS SOON AS POSSIBLE.

Therefore, whether or not you plan to attend the Meetings, please complete and sign both the enclosed blue and white Forms of Proxy and return them in accordance with the instructions provided thereon as soon as possible, but in any event so as to be received by:

- no later than 10.30 a.m. on 29 June 2023 in the case of the Court Meeting (blue form); and
- no later than 10.45 a.m. on 29 June 2023 in the case of the General Meeting (white form),

or, in the case of any adjournment, not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the holding of the adjourned Meeting.

If the blue Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof. However, if the white Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at the offices of Norton Rose Fulbright LLP at 3 More London Riverside, London, SE1 2AQ on 3 July 2023 at 10.30 a.m. Implementation of the Scheme will also require approval of the Special Resolution to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting on 3 July 2023 or as soon thereafter as the Court Meeting concludes or is adjourned).

For those Egdon Shareholders who wish to attend either or both of the Meetings in person, please see the additional information below under the heading 'Registration for Meetings' regarding registration of your intention to attend the Meetings in person and protective health and safety measures.

Submission of Forms of Proxy

Scheme Shareholders and Egdon Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting as soon as possible, using any of the methods (online, electronically through CREST, by post or by hand) set out below. Scheme Shareholders and Egdon Shareholders are also strongly encouraged to appoint the Chairman of the relevant Meeting as their proxy rather than any other named person. This will ensure that their vote will be counted if they (or any other proxy they might otherwise appoint) are not able to attend the Meeting.

Scheme Shareholders and Egdon Shareholders are required to cast or amend proxy voting instructions in respect of the relevant Meeting not later than 48 hours before the relevant Meeting (excluding any part of such 48-hour period falling on a non-working day) (or in the case of any adjournment, not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the adjourned Meeting). In the case of the Court Meeting only, Scheme Shareholders who have not cast or amended their proxy voting instructions by this time may hand a copy of the blue Form of Proxy to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof.

Egdon Shareholders are entitled to appoint a proxy in respect of some or all of their Egdon Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. A proxy need not be an Egdon Shareholder.

The return of a completed Form of Proxy, the online appointment of a proxy or the submission of a proxy electronically via CREST will not prevent you from attending, speaking and voting at the General Meeting, or any adjournment thereof in person if you are entitled to do so. If you choose to attend the Court Meeting and/or the General Meeting in person and vote, any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

19.1 *Online appointment of proxies*

Proxies may be appointed online by logging on to the following website: www.sharegateway.co.uk and completing the authentication requirements. Shareholders will need to use their personal proxy registration code (Activity Code), which is printed on the Form of Proxy, to validate submission of their proxy online. For an electronic proxy appointment to be valid, the appointment must be received by Neville Registrars not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the relevant adjourned Meeting. Full details of the procedure to be followed to appoint a proxy online are given on the website.

If you are unable to locate your Activity Code or require further assistance, please call Neville Registrars on +44 (0)121 585 1131 or write to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD stating your name, and the address to which the hard copy should be sent. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that calls to Neville Registrars may be monitored or recorded and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

19.2 *Electronic appointment of proxies through CREST*

If you hold Egdon Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (or any adjourned Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (ID: 7RA11) not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the relevant Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the blue Form of Proxy may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s),

to procure that his/her CREST sponsor or voting service provider(s) take(s) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Egdon may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulation.

19.3 ***Sending Forms of Proxy by post or by hand***

As an alternative to appointing proxies online or electronically through CREST, Egdon Shareholders may elect to receive a blue Form of Proxy for the Court Meeting and a white Form of Proxy for the General Meeting. Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them to the Receiving Agent, Neville Registrars, either by post or (during normal business hours only) by hand to Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD, so as to be received as soon as possible and in any event not later than the relevant times set out below:

- Blue Form of Proxy for the Court Meeting 10.30 a.m. on 29 June 2023
- White Form of Proxy for the General Meeting 10.45 a.m. on 29 June 2023

or, in the case of any adjournment, not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the adjourned Meeting.

If the blue Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) at any time prior to commencement of the Court Meeting prior or any adjournment thereof. However, if the white Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

Registration for attendance at the Meetings in person

Egdon Shareholders who wish to attend the Meetings in person will be able to do so but are asked to register their intention to attend as soon as possible, by emailing info@egdon-resources.com. Failure by an Egdon Shareholder to register an intention to attend the Meetings in person will not preclude entry or attendance on the day.

Shareholder Helpline

If you have any questions about this Document, the Court Meeting, the General Meeting, how to submit your proxies online or how to complete the Forms of Proxy, please call the Receiving Agent, Neville Registrars, on +44 (0) 121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. If you have any questions about this Document, the Court Meeting, the General Meeting, how to submit your proxies online or how to complete the Forms of Proxy, please call the Receiving Agent, Neville Registrars, during business hours on +44 (0)121 585 1131 (from within the United Kingdom) or submit a request in writing to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD. Calls to this number are charged at network providers standard rate and may be included within free allowances (please check with your network provider). Calls outside the United Kingdom will be charged at the applicable international rate. Please note that Neville Registrars' calls may be monitored or recorded, and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

Yours faithfully,

Andrew Raca
For and on behalf of
VSA Capital Limited

PART 3

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION

PART A: CONDITIONS TO THE SCHEME AND THE ACQUISITION

1. The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Code, by no later than 11.59 p.m. on the Long Stop Date.

Scheme approval

2. The Scheme will be conditional upon:
 - (A) (i) its approval by a majority in number representing not less than 75 per cent. in value of Scheme Shareholders who are on the register of members of Egdon (or the relevant class or classes thereof) at the Voting Record Time, present and voting (and entitled to vote), whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required (or any adjournment thereof); and (ii) such Court Meeting (and any separate class meeting which may be required) being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed between Petrichor and Egdon with the consent of the Panel (and that the Court may allow if required));
 - (B) (i) the Special Resolution being duly passed at the General Meeting (or any adjournment thereof); and (ii) such General Meeting being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date as may be agreed between Petrichor and Egdon with the consent of the Panel (and that the Court may allow if required)); and
 - (C) (i) the sanction of the Scheme by the Court (with or without modification (but subject to any such modification being acceptable to Petrichor and Egdon)) and the delivery of the office copy of the Scheme Court Order to the Registrar of Companies; and (ii) the Scheme Court Hearing being held on or before the date falling one Business Day prior to the Long Stop Date (or such later date as may be agreed between Petrichor and Egdon with the consent of the Panel (and that the Court may allow)).
3. In addition, Petrichor and Egdon have agreed that, subject as stated in Part B of this Part 3 (*Conditions to the Implementation of the Scheme and the Acquisition*) and to the requirements of the Panel, the Acquisition will be conditional upon the following Conditions and, accordingly, the Court Order shall not be delivered to the Registrar of Companies unless such Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

North Sea Transition Authority Approval

- (a) the receipt of written confirmation from the North Sea Transition Authority (the **NSTA**), informing Petrichor that it does not intend, as a consequence of the Acquisition, to revoke any of the relevant licences or to require a further change of control of Egdon under any of the relevant licences (the **NSTA Condition**);

Third Party clearances

- (b) other than in respect of the NSTA Condition, all necessary and material notifications, filings, applications or submissions having been made in connection with the Acquisition and all appropriate waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and/or regulatory obligations in any jurisdiction having been complied with in each case in respect of the Acquisition and all Authorisations deemed reasonably necessary by Petrichor in any jurisdiction for or in respect of the Acquisition and, except pursuant to Chapter 3 of Part 28 of the Companies Act, the acquisition or the

proposed acquisition of any shares or other securities in, or control or management of, Egdon or any other member of the Egdon Group by any member of the HEYCO Group, in each case which is material in the context of HEYCO Group or the Egdon Group as a whole, having been obtained in terms and in a form reasonably satisfactory to Petrichor from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Egdon Group or the HEYCO Group has entered into contractual arrangements and all such Authorisations necessary to carry on the business of any member of the Egdon Group in any jurisdiction, in each case which is material in the context of HEYCO Group or the Egdon Group as a whole, having been obtained and all such Authorisations remaining in full force and effect at the time at which the Acquisition becomes otherwise unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

- (c) other than in respect of the NSTA Condition, no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything or having enacted, made or proposed any statute, regulation, decision or order or change to published practice (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
- i. make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Egdon Group by any member of the HEYCO Group void, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent, prohibit, or materially restrain, restrict, impede, challenge, delay or otherwise materially interfere with the implementation of, or impose additional material conditions or obligations with respect to, the Acquisition or the acquisition of any shares or other securities in, or control or management of, any member of the Egdon Group by any member of the HEYCO Group or require material adverse amendment of the Scheme;
 - ii. require, prevent or materially delay the divestiture or materially alter the terms envisaged for any proposed divestiture by any member of the HEYCO Group or by any member of the Egdon Group of all or any material part of their businesses, assets or property or impose any material limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof);
 - iii. impose any material limitation on, or result in a material delay in, the ability of any member of the HEYCO Group directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in Egdon (or any member of the Egdon Group) or on the ability of any member of the Egdon Group or any member of the HEYCO Group directly or indirectly to hold or exercise effectively any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise management control over, any member of the Egdon Group;
 - iv. other than pursuant to the implementation of the Scheme, require any member of the HEYCO Group or the Egdon Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Egdon Group owned by any third party which is material in the context of the Egdon Group or the HEYCO Group, in either case taken as a whole;
 - v. require, prevent or materially delay a divestiture or materially alter the terms envisaged for any proposed divestiture by any member of the HEYCO Group of any shares or other securities (or the equivalent) in any member of the Egdon Group which is material in the context of the Egdon Group taken as a whole or in the context of the Acquisition (as the case may be);
 - vi. result in any member of the Egdon Group ceasing to be able to carry on business under any name under which it presently carries on business;
 - vii. impose any limitation on the ability of any member of the HEYCO Group or any member of the Egdon Group to conduct, integrate or co-ordinate all or any material part of their respective businesses with all or any material part of the business of any other member of the HEYCO Group and/or the Egdon Group;
 - viii. otherwise adversely affect any or all of the business, assets, profits, or financial or trading position of any member of the Egdon Group or any member of the HEYCO Group;

- ix. no undertakings or assurances being sought from Petrichor, any member of the HEYCO Group or any member of the Egdon Group by any Third Party, except on terms satisfactory to Petrichor;
- x. no temporary restraining order, preliminary or permanent injunction, preliminary or permanent enjoinder, or other order threatened or issued and being in effect by a court or other Third Party which has the effect of making the Acquisition or any acquisition or proposed acquisition of any shares or other securities or control or management of, any member of the Egdon Group by any member of the HEYCO Group, or the implementation of either of them, void, voidable, illegal and/or enforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prohibiting, preventing or materially restraining, restricting, delaying or otherwise interfering with the consummation or the approval of the Acquisition or any matter arising from the proposed acquisition of any shares or other securities in, or control or management of, any member of the Egdon Group by any member of the HEYCO Group,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any Egdon Shares or otherwise intervene having expired, lapsed or been terminated;

Confirmation of absence of adverse circumstances

- (d) except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Egdon Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Acquisition or the proposed acquisition by any member of the HEYCO Group of any shares or other securities in Egdon or because of a change in the control or management of any member of the Egdon Group or otherwise, would or might reasonably be expected to result in any of the following (in any case to an extent which would reasonably be expected to be material in the context of the Egdon Group taken as a whole):
 - i. any monies borrowed by, or any other indebtedness, actual or contingent of, or any grant available to, any member of the Egdon Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - ii. the rights, liabilities, obligations, interests or business of any member of the Egdon Group or any member of the HEYCO Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Egdon Group or any member of the HEYCO Group in or with any other firm or company or body or person (or any agreement or arrangement relating to any such business or interests) being or likely to become terminated or materially and adversely modified or affected or any material onerous obligation or liability arising or any material adverse action being taken or arising thereunder;
 - iii. any member of the Egdon Group ceasing to be able to carry on business under any name under which it presently carries on business to an extent which is material in the context of the Egdon Group taken as a whole or in the context of the Acquisition;
 - iv. any assets or interests of, or any asset the use of which is enjoyed by, any member of the Egdon Group being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Egdon Group otherwise than in the ordinary course of business;
 - v. the creation, save in the ordinary and usual course of business, or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Egdon Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen), becoming enforceable;
 - vi. the business, assets, value, financial or trading position or profits, prospects or operational performance of any member of the Egdon Group being materially prejudiced or materially and adversely affected;

- vii. the creation or acceleration of any material liability (actual or contingent) by any member of the Egdon Group other than trade creditors or other liabilities incurred in the ordinary course of business; or
- viii. any liability of any member of the Egdon Group to make any severance, termination, bonus or other payment to any of its directors or other officers;

No material transactions, claims or changes in the conduct of the business of the Egdon Group

(e) except as Disclosed, no member of the Egdon Group having since 31 July 2022:

- i. save as between Egdon and its wholly owned subsidiaries or between such wholly owned subsidiaries, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Egdon Shares out of treasury;
- ii. recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution (whether payable in cash or otherwise) other than to Egdon or one of its wholly owned subsidiaries;
- iii. save as between Egdon and its wholly owned subsidiaries or between such wholly owned subsidiaries, merged with (by statutory merger or otherwise) or demerged from or acquired any body corporate, partnership or business or acquired or disposed of, or, other than in the ordinary course of business, transferred, mortgaged or charged or created any security interest over, any assets or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so;
- iv. save as between Egdon and its wholly owned subsidiaries or between such wholly owned subsidiaries, made, authorised, proposed or announced an intention to propose any change in its loan capital;
- v. issued, authorised, proposed or announced an intention to authorise or propose the issue of, or made any change in or to the terms of, any debentures or (save in the ordinary course of business and save as between Egdon and its wholly owned subsidiaries or between such wholly owned subsidiaries) incurred or increased any indebtedness or become subject to any contingent liability to an extent which is material in the context of the Egdon Group or in the context of the Acquisition;
- vi. entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary, any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary course of business) which is of a long term, unusual or onerous nature, or which involves or could reasonably be expected to involve an obligation of a nature or magnitude which is, in any such case, material in the context of the Egdon Group or in the context of the Acquisition, or which is or is reasonably likely to be materially restrictive on the business of any member of the Egdon Group to an extent which is or is likely to be material to the Egdon Group taken as a whole or in the context of the Acquisition;
- vii. entered into any licence or other disposal of intellectual property rights of any member of the Egdon Group which are material in the context of the Egdon Group and outside the normal course of business;
- viii. entered into, varied, authorised or proposed the entry into or variation of, or announced its intention to enter into or vary the terms of or made any offer (which remains open for acceptance) to enter into or vary the terms of, any contract, commitment, arrangement or any service agreement with any director or senior executive of the Egdon Group save for salary increases, bonuses or variations of terms in the ordinary course;
- ix. proposed, agreed to provide or modified in any material respect the terms of any share plan, incentive scheme, or other benefit relating to the employment or termination of employment of any employee of the Egdon Group which, taken as a whole, are material in the context of the Egdon Group taken as a whole;

- x. entered into, implemented or effected, or authorised, proposed or announced its intention to implement or effect, any joint venture, asset or profit-sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other transaction or arrangement (other than the Scheme) otherwise than in the ordinary course of business which is material in the context of the Egdon Group taken as a whole or in the context of the Acquisition;
- xi. purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect of the matters mentioned in sub-paragraph i above, made any other change to any part of its share capital to an extent which (other than in the case of Egdon) is material in the context of the Egdon Group;
- xii. waived, compromised or settled any claim otherwise than in the ordinary course of business which is material in the context of the Egdon Group taken as a whole or in the context of the Acquisition;
- xiii. made any material alteration to its articles of association or other constitutional documents;
- xiv. (other than in respect of a member which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding up (voluntary or otherwise), dissolution, reorganisation or for the appointment of any administrator, receiver, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;
- xv. been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- xvi. entered into any material contract, commitment, agreement or arrangement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this condition;
- xvii. terminated or varied the terms of any material agreement or arrangement between any member of the Egdon Group and any other person in a manner which would or might be expected to have a material adverse effect on the financial position of the Egdon Group taken as a whole;
- xviii. except in relation to changes made or agreed as a result of, or arising from changes to legislation, made or agreed or consented to any significant change to the following in a way that is material in the context of the Egdon Group taken as a whole or in the context of the Acquisition:
 - a. the terms of the governing documents constituting the pension scheme(s) established by any member of the Egdon Group for its directors, employees or their dependants;
 - b. the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable, thereunder;
 - c. the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - d. the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued, made, agreed or consented to, to an extent which is in any such case material in the context of the Egdon Group taken as a whole; or
- xix. having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Egdon Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code;

No material adverse change

(f) since 31 July 2022 and except as Disclosed:

- i. there having been no adverse change and no circumstance having arisen which would be expected to result in any adverse change or deterioration in the business, assets, financial or trading position or profits or operational performance of any member of the Egdon Group to an extent which is material to the Egdon Group taken as a whole or in the context of the Acquisition or in the obligations of any member of the HEYCO Group in connection with the Acquisition;
- ii. no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against any member of the Egdon Group or to which any member of the Egdon Group is or may become a party (whether as claimant or defendant or otherwise) having been threatened, announced or instituted by or against, or remaining outstanding in respect of, any member of the Egdon Group which, in any such case, might be expected to have a material adverse effect on the Egdon Group taken as a whole or in the context of the Acquisition;
- iii. no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Egdon Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Egdon Group, in each case which might reasonably be expected to have a material adverse effect on the Egdon Group taken as a whole;
- iv. no contingent or other liability having arisen, increased or become apparent to Petrichor which might be likely to affect adversely the business, assets, financial or trading position, profits, prospects or operational performance of any member of the Egdon Group to an extent which is material to the Egdon Group taken as a whole or in the context of the Acquisition; and
- v. no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Egdon Group, which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and likely to have an adverse effect on the Egdon Group taken as a whole or in the context of the Acquisition;
- vi. no member of the Egdon Group having conducted its business in material breach of any applicable laws or regulations to an extent which might reasonably be expected to have a material adverse effect on the Egdon Group taken as a whole;

No discovery of certain matters regarding information, liabilities and environmental issues

(g) since 31 July 2022 and except as Disclosed, Petrichor not having discovered:

- i. that any financial, business or other information concerning the Egdon Group publicly announced or disclosed to any member of the HEYCO Group at any time by or on behalf of any member of the Egdon Group or to any of their advisers is misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which is, in any case, material in the context of the Egdon Group taken as a whole or in the context of the Acquisition;
- ii. that any member of the Egdon Group is subject to any liability (actual or contingent) and which is material in the context of the Egdon Group or in the context of the Acquisition;
- iii. any information which affects the import of any information disclosed to Petrichor at any time by or on behalf of any member of the Egdon Group which is material in the context of the Egdon Group;
- iv. any past or present member of the Egdon Group has not complied in the context of the Egdon Group taken as a whole with all applicable legislation, regulations or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Egdon Group which in any case is material in the context of the Egdon Group taken as a whole or in the context of the Acquisition;

- v. there has been a disposal, discharge, spillage, accumulation, release, leak, emission or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or any substance likely to impair the environment (including any property) or harm human health which (whether or not giving rise to non-compliance with any law or regulation), would be likely to give rise to any liability (whether actual or contingent) on the part of any member of the Egdon Group which in any case is material in the context of the Egdon Group taken as a whole or in the context of the Acquisition;

Anti-corruption, sanctions and criminal property

(h) except as Disclosed, since 31 July 2022, Petrichor not having discovered:

- i. any:
 - a. past or present member, director, officer or employee of the Egdon Group; or
 - b. person that performs or has performed services on behalf of the Egdon Group, has at any time engaged in an activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation;
- ii. any asset of any member of the Egdon Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);
- iii. any past or present member, director, officer or employee of the Egdon Group, or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, or made any payments or assets available to or received any funds or asset from:
 - a. any government, entity, or individual with which US persons or European Union persons (or persons operating in those territories) are prohibited from engaging in activities, doing business or from receiving or making available funds or economic resources, by US or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs; or
 - b. any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States or the European Union or any of its member states;
- iv. a member of the Egdon Group has engaged in any behaviour which would cause the HEYCO Group to be in breach of any law or regulation on completion of the Acquisition, including the economic sanctions administered by the United States Office of Foreign Assets Control, HM Treasury & Customs or any government, entity or individual targeted by any of the economic sanctions of the United Nations, United States or the European Union or any of its member states;
- v. any past or present member of the Egdon Group or any person that performs or has performed services for or on behalf of any such company is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) in contravention of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti-corruption legislation;
- vi. any member of the Egdon Group is ineligible to be awarded any contract or business under section 23 of the Public Contracts Regulations 2006 or section 26 of the Utilities Contracts Regulations 2006 (each as amended); or
- vii. any past or present member of the Egdon Group has engaged in any activity or business with, or made any investments in, or made any payments to any government, entity or individual covered by any of the economic sanctions administered by the United Nations or the European Union (or any of their respective member states) or the United States Office of Foreign Assets Control or any other governmental or supranational body.

PART B: WAIVER OF CONDITIONS AND FURTHER TERMS OF THE ACQUISITION AND THE SCHEME

1. Subject to the requirements of the Panel in accordance with the Code, or if required, by the Court, Petrichor reserves the right to waive, in whole or in part, all or any of the above Conditions, except Conditions 2(A), 2(B) and 2(C) which cannot be waived.
2. Conditions 3(a) to 3(h) (inclusive) must each be fulfilled, determined by Petrichor to be or to remain satisfied or (where applicable) be waived by Petrichor by no later than 11.59 p.m. on the date immediately preceding the date of the Court hearing to sanction the Scheme, failing which the Acquisition will lapse.
3. The Acquisition will lapse if the Scheme does not become effective by 11.59 p.m. on the Long Stop Date (or such later date as may be agreed between Petrichor and Egdon).
4. If Petrichor is required by the Panel to make an offer for Egdon Shares under the provisions of Rule 9 of the Code, Petrichor may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.
5. The Acquisition will lapse if, before the Court Meeting, it is referred by the Competition and Markets Authority to its chair for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013 pursuant to section 33 of the Enterprise Act 2002 (as amended).
6. Petrichor reserves the right to elect to implement the Acquisition by way of takeover offer(s) (as defined in section 974 of the Companies Act) as an alternative to the Scheme. In such event, the Acquisition will be implemented on the same terms (subject to appropriate amendments and those required by, or deemed appropriate by, Petrichor under applicable law, so far as applicable) as those which would apply to the Scheme. Further, if sufficient acceptances of such offer(s) are received and/or sufficient Egdon Shares are otherwise acquired, it is the intention of Petrichor to apply the provisions of Part 28 of the Companies Act to acquire compulsorily any outstanding Egdon Shares to which such offer(s) relate.
7. Under Rule 13.5(a) of the Code, Petrichor may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Petrichor in the context of the Acquisition. Conditions 2(A), 2(B) and 2(C) are not subject to this provision of the Code.
8. The Acquisition will be subject, *inter alia*, to the Conditions and certain further terms which are set out in this Part 3 (*Conditions to the Implementation of the Scheme and the Acquisition*) and those terms which will be set out in the Scheme Document and such further terms as may be required to comply with the provisions of the Code.
9. Petrichor shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or treat as fulfilled any of Conditions 3(a) to 3(h) (inclusive) by a date earlier than the latest date for the fulfilment of that Condition, notwithstanding that the other Conditions may at an earlier date have been waived or fulfilled and that there are, at such earlier date, no circumstances indicating that any Condition may not be capable of fulfilment.
10. Egdon Shares will be acquired by Petrichor with full title guarantee, fully paid and free from all liens, equitable interests, charges, encumbrances and other third-party rights of any nature whatsoever and together with all rights attaching to them, including the right to receive and retain all dividends and distributions (if any) declared, made or paid after the date of the Announcement. If after the date of the Announcement and prior the Effective Date, any dividend and/or other distribution and/or other return of value is declared, made or paid in respect of Egdon Shares, Petrichor shall be entitled to reduce the amount of consideration payable for such Egdon Shares under the terms of the Acquisition by an amount equivalent to such dividend, other distribution or return of value in which case any reference in the Announcement to the consideration payable under the terms of the Acquisition shall be deemed to be a reference to the consideration as so reduced.

11. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be contained in the Scheme Document.
12. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
13. The Acquisition will be governed by English law and subject to the jurisdiction of the English courts and to the Conditions set out above.
14. The Acquisition is subject to the applicable requirements of the Code, the Panel, the London Stock Exchange, the AIM Rules and the FCA.

PART 4

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE

CR-2023-002611

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES COMPANIES COURT (ChD)

IN THE MATTER OF EGDON RESOURCES PLC

(Registered in England and Wales with registered number 06409716)

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

between

EGDON RESOURCES PLC

and

THE HOLDERS OF THE SCHEME SHARES

(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

“Acquisition”

the recommended cash acquisition of the entire issued, and to be issued, ordinary share capital of Egdon (other than those shares already held by or on behalf of Petrichor) by Petrichor to be implemented by way of the Scheme or, should Petrichor so elect (with the consent of the Panel) by way of the Takeover Offer, and, where the context admits, any subsequent revision, variation, extension or renewal thereof;

“Announcement”

the announcement with regard to the firm intention by Petrichor to make an offer for the entire issued and to be issued ordinary share capital (other than those shares already owned by or on behalf of Petrichor) of Egdon in accordance with Rule 2.7 of the Code;

“Business Day”

any day (excluding any Saturday or Sunday or any public holiday in England) on which banks in the City of London are generally open for business;

“Cash Consideration”

the Cash Consideration payable by Petrichor in connection with the Acquisition, being 4.5 pence for each Scheme Share;

“Code”

the City Code on Takeovers and Mergers issued by the Panel, as amended from time to time;

“Companies Act”	the Companies Act 2006, as amended from time to time;
“Conditions”	the conditions to the Acquisition and to the implementation of the Scheme set out in Part 3 (<i>Conditions to the Implementation of the Scheme and to the Acquisition</i>) of the Document;
“Court Meeting”	the meeting of Scheme Shareholders (and any adjournment thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme;
“Court Order”	the order of the Court sanctioning this Scheme under section 899 of the Companies Act;
“Court”	the High Court of Justice in England and Wales;
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended;
“CREST”	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) (including as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018)), in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form;
“Document”	the circular dated 8 June 2023 addressed to Egdon Shareholders of which this Scheme forms part;
“Effective Date”	the date on which this Scheme becomes effective in accordance with its terms;
“Egdon Group”	Egdon and its subsidiaries and subsidiary undertakings and where the context permits, each of them;
“Egdon Share Plan”	Option Deeds pursuant to which the relevant employees acquire an Option;
“Egdon Share(s)”	the existing unconditionally allotted or issued and fully paid ordinary shares of 1 pence each in the capital of Egdon and any further such ordinary shares which are unconditionally allotted or issued before the Scheme becomes Effective but excluding in both cases any such shares held, or which become held in treasury;
“Egdon Shareholder(s)”	the holders of Egdon Shares from time to time;
“Egdon” or “Company”	Egdon Resources plc, a public limited company incorporated in England and Wales with registered number 06409716 and whose registered office is at Blackstable House Longridge, Sheepscombe, Stroud, Gloucestershire, England, GL6 7QX;
“Euroclear”	Euroclear UK & International Limited;
“Excluded Shares”	any Egdon Shares: (a) beneficially owned by Petrichor or any other member of the HEYCO Group; or (b) held by Egdon in treasury (within the meaning of the Companies Act);

“General Meeting”	the general meeting of the Company convened by the notice set out in Part 11 (<i>Notice of General Meeting</i>) of the Document, including any adjournment thereof;
“holder”	a registered holder and includes any person(s) entitled by transmission;
“Latest Practicable Date”	close of business on 7 June 2023, being the latest practicable date before publication of the Document;
“Long Stop Date”	31 December 2023, or such later date as may be agreed in writing between Petrichor and Egdon (with the Panel’s consent and as the Court may allow, if such consent and/or approval is/are required);
“Option Deeds”	the option deeds entered into by the relevant employees and Egdon;
“Option”	an option to acquire Egdon Shares pursuant to the Option Deeds;
“Panel”	the UK Panel on Takeovers and Mergers;
“Petrichor”	Petrichor Partners, LP;
“Restricted Jurisdiction”	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Egdon Shareholders in that jurisdiction;
“Sanction Hearing”	the hearing of the Court at which Egdon will seek the Court Order and, if such hearing is adjourned, reference to commencement of any such hearing shall mean the commencement of the final adjournment thereof;
“Scheme Record Time”	6.00 p.m. on the Business Day immediately after the Sanction Hearing or such later time as Egdon and Petrichor may agree;
“Scheme Shareholders”	holders of Scheme Shares;
“Scheme Shares”	<p>the Egdon Shares:</p> <ul style="list-style-type: none"> (i) in issue at the date of this Document and which remain in issue at the Scheme Record Time; (ii) (if any) issued after the date of this Document but before the Voting Record Time and which remain in issue at the Scheme Record Time; and (iii) (if any) issued at or after the Voting Record Time but at or before the Scheme Record Time on terms that the holder thereof shall be bound by the Scheme or in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by this Scheme which remain in issue at the Scheme Record Time, <p>and in each case other than the Excluded Shares;</p>
“Scheme”	this scheme of arrangement under Part 26 of the Companies Act between Egdon and Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Egdon and Petrichor;
“subsidiary undertaking”	has the meaning given in section 1162 of the Companies Act;

“Takeover Offer”	if (with the consent of the Panel, as applicable) Petrichor elects to implement the Acquisition by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Petrichor to acquire the entire issued and to be issued share capital of Egdon (other than those shares already owned by or on behalf of Petrichor) and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland;
“uncertificated” or “in uncertificated form”	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
“US” or “United States”	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia;
“Warrant Certificate”	the warrant certificates executed by Egdon and issued to each Warrant Holder pursuant to the Warrant Instrument;
“Warrant Holders”	the warrant holders who have been issued Warrants pursuant to the Warrant Instrument and Warrant Certificate;
“Warrant Instrument”	the deed executed by Egdon governing the issue of Warrants;
“Warrant”	the warrants for the issue of Egdon Shares at 2.5 pence per Egdon Share as issued pursuant to a Warrant Instrument entered into by Egdon dated 19 August 2021 and amended on 29 May 2023 and the relevant Warrant Certificate;
(B)	As at the Latest Practicable Date, the issued share capital of the Company was divided into 544,233,031 ordinary shares of 1 pence each, all of which are credited as fully paid up and 1,195,087,887 deferred shares of 1 pence each. As at the Latest Practicable Date no shares were held in treasury.
(C)	As at the Latest Practicable Date, 17,500,000 Egdon Shares and 30,158,000 Egdon Shares may be issued pursuant to the Egdon Share Plan and the Warrants, respectively.
(D)	As at the Latest Practicable Date, 237,924,452 Egdon Shares are registered in the name of or beneficially owned by Petrichor.
(E)	Petrichor has agreed, subject to the satisfaction or (where applicable) waiver of the Conditions set out in the Document, to appear by Counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to Petrichor and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.

THE SCHEME

1 Transfer of Scheme Shares

- (A) Upon and with effect from the Effective Date, Petrichor (and/or its nominee(s)) shall acquire all of the Scheme Shares fully paid with full title guarantee, free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature, and together with all rights at the Effective Date or thereafter attached thereto, including, without limitation, voting rights and the right to receive and retain all dividends and other distributions (if any) declared, made or paid and any return of capital (whether by reduction of share capital or share premium account or otherwise) proposed, announced, authorised, declared, made or paid in respect of the Scheme Shares on or after the Effective Date.
- (B) For the purposes of such acquisition, the Scheme Shares shall be transferred to Petrichor (and/or its nominee(s)) and such transfer shall be effected by means of a form or forms of transfer or other instrument or instruction of transfer, or by means of CREST, and to give effect to such transfer(s) any person may be appointed by Petrichor as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the relevant Scheme Shareholder to execute and deliver as transferor a form of transfer or other instrument of transfer (whether as a deed or otherwise) of, or give any instruction to transfer or procure the transfer by means of CREST of, such Scheme Shares and every form, instrument or instruction of transfer so executed or instruction given or transfer procured shall be as effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred.
- (C) With effect from the Effective Date and pending the transfer of the Scheme Shares on the Effective Date pursuant to sub-clauses 1(A) and 1(B) of this Scheme and the updating of the register of members of the Company to reflect such transfer, each Scheme Shareholder irrevocably:
- (i) appoints Petrichor (and/or its nominee(s)) as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges (including the right to requisition the convening of a general meeting of Egdon) attaching to its Scheme Shares;
 - (ii) appoints Petrichor (and/or its nominee(s)) and any one or more of its directors, managers, members or agents to sign on behalf of such Scheme Shareholder any such documents, and do such things, as may in the opinion of Petrichor and/or any one or more of its directors, managers, members or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Scheme Shares (including, without limitation, an authority to sign any consent to short notice of any general meeting of Egdon as attorney or agent for, and on behalf of, such Scheme Shareholder and/or to attend and/or to execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Petrichor and/or any one or more of its directors, managers, members or agents to attend any general and separate class meetings of Egdon (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf); and
 - (iii) authorises Egdon and/or its agents to send to Petrichor (and/or its nominee(s)) any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of Egdon in respect of such Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form), such that from the Effective Date, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares.

2 Consideration for the transfer of Scheme Shares

- (A) In consideration for the transfer of the Scheme Shares to Petrichor and/or its nominee(s) referred to in sub-clauses 1(A) and 1(B) of this Scheme, Petrichor shall, subject as hereinafter provided, pay or procure that there shall be paid to or for the account of each Scheme Shareholder (as appearing on the register of members of Egdon at the Scheme Record Time):

4.5 pence in cash for each Scheme Share

- (B) If prior to the Effective Date, any dividend and/or other distribution and/or other return of capital or value is announced, declared, made or paid or becomes payable in respect of the Scheme Shares, Petrichor will have the right to reduce the consideration payable for each Scheme Share by an amount up to the amount of such dividend and/or distribution and/or return of capital or value so announced, declared, made or paid or payable per Scheme Share. Egdon Shareholders will be entitled to receive and retain any such dividend and/or other distribution and/or return of capital or value.
- (C) If Petrichor exercises the right referred to in sub-clause 2(B) of this Scheme to reduce the Cash Consideration payable by Petrichor for each Scheme Share by all or part of the amount of dividend (or other distribution or return of value):
 - (i) Scheme Shareholders shall be entitled to receive and retain that dividend, distribution or other return of value in respect of the Scheme Share they hold;
 - (ii) any reference in this Scheme to the consideration payable under the Scheme shall be deemed a reference to the consideration as so reduced; and
 - (iii) the exercise of such right shall not be regarded as constituting any revision or modification of the terms of this Scheme.
- (D) To the extent that any such dividend, distribution or other return of value is proposed, announced, authorised, declared, made or paid or becomes payable and: (i) the Scheme Shares are transferred pursuant to the Acquisition on a basis which entitles Petrichor to receive the dividend, distribution or other return of value and to retain it; or (ii) such dividend, distribution or other return of value is cancelled, the consideration payable under the terms of this Scheme shall not be subject to change in accordance with this clause 2 of this Scheme.

3 Settlement and despatch of consideration

- (A) Not more than 14 days after the Effective Date (unless the Panel consents otherwise), Petrichor shall deliver or procure delivery to all Scheme Shareholders of the Cash Consideration due to them as follows:
 - (i) in the case of the Scheme Shares which at the Scheme Record Time are in certificated form, despatch, or procure the despatch of, cheques for the sums payable to the Scheme Shareholder to the persons entitled thereto in accordance with clause 2 of this Scheme;
 - (ii) in the case of the Scheme Shares which at the Scheme Record Time are in uncertificated form, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in respect of the sums payable to the Scheme Shareholder in accordance with the CREST assured payment arrangements, provided that Petrichor may (if, for any reason, it wishes to do so) make payment of the said sums by cheque in accordance with sub-clause 3(A)(i) of this Scheme; or
 - (iii) in the case of Scheme Shares issued or transferred to satisfy the exercise of options under the Egdon Share Plan and/or of any applicable Warrants after the making of the Court Order and prior to the Scheme Record Time, procure that the sums payable to the relevant employees or directors in respect of those Scheme Shares are settled by such method as shall be determined by Egdon (including, but not limited to, procuring that payments are made through payroll as soon as practicable subject to the deduction of any applicable exercise price, income taxes and social security contributions).
- (B) As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares shall be removed from CREST in due course.
- (C) All deliveries of notices, cheques, statements of entitlement or certificates required to be made pursuant to this Scheme shall be effected by sending the same by first class post in pre-paid envelopes or by international standard post if overseas (or by such other method as may be approved by the Panel) addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of Egdon at the Scheme Record Time or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time, and none of Egdon, Petrichor or their respective agents or nominees shall be responsible for any loss

or delay in the transmission of any notices, cheques, statements of entitlement or certificates sent in accordance with this sub-clause 3(C), which shall be sent at the risk of the person or persons entitled thereto.

- (D) All cheques shall be in Pounds Sterling and drawn on a United Kingdom clearing bank and shall be made payable to the Scheme Shareholder(s) concerned and the encashment of any such cheque shall be a complete discharge of Petrichor's obligation under this Scheme to pay the monies represented thereby. Petrichor shall despatch or procure the despatch of cheques within 14 days of the Effective Date.
- (E) In the case of Scheme Shareholders who have not encashed cheques sent to them under this clause 3 within six months of the Effective Date, the Cash Consideration due to such Scheme Shareholders under this Scheme shall be held by Egdon for a period of 12 years from the Effective Date, in a separate UK bank account established solely for that purpose, and such Scheme Shareholders may claim the consideration due to them by written notice to info@egdon-resources.com at any time during the period of 12 years from the Effective Date.
- (F) In respect of payments made through CREST, Petrichor shall instruct, or procure the instruction of, Euroclear to create an assured payment obligation in accordance with the CREST assured payment arrangements within 14 days of the Effective Date. The instruction of Euroclear shall be a complete discharge of Petrichor's obligations under this Scheme in relation to payments made through CREST.
- (G) Neither Egdon, Petrichor nor their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices, cheques, statements of entitlement or certificates sent in accordance with this clause 3, which shall be sent at the risk of the person or persons entitled thereto.
- (H) The preceding sub-clauses of this clause 3 of this Scheme shall take effect subject to any prohibition or condition imposed by law.

4 Certificates in respect of Scheme Shares and cancellation of CREST entitlements

With effect from, or as soon as practicable after, the Effective Date:

- (A) all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder of Scheme Shares shall be bound at the request of Egdon to deliver up the same to Egdon (or any person appointed by Egdon to receive such certificates), or, as it may direct, to destroy the same;
- (B) Egdon shall procure that Euroclear is instructed to cancel or transfer the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form;
- (C) following cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Egdon will procure that such entitlements to Scheme Shares are rematerialised; and
- (D) subject to the completion and delivery of such forms of transfer or other instruments or instructions of transfer as may be required in accordance with clause 1 of this Scheme and the payment of any UK stamp duty thereon, Egdon will make or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to Petrichor and/or its nominee(s).

5 Mandates

Save as required in relation to the settlement of consideration pursuant to the terms of the Scheme, all mandates and other instructions (including communications preferences) given to Egdon by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

6 Operation of this Scheme

- (A) This Scheme shall become Effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies for England and Wales.
- (B) Unless this Scheme has become Effective on or before 11.59 p.m. (London time) on the Long Stop Date or such later date, if any, as Egdon and Petrichor may agree with the consent of the Panel and the Court may allow, it shall lapse, and no part of this Scheme shall become Effective.

7 Modification

Egdon and Petrichor may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose. Any such modification or addition may require the consent of the Panel where such consent is required under the Code.

8 Governing law

This Scheme is governed by English law and is subject to the exclusive jurisdiction of English courts. The rules of the Code apply to this Scheme.

Dated 8 June 2023

PART 5

FINANCIAL AND RATINGS INFORMATION

Part A: Financial information relating to Egdon

The following sets out financial information in respect of Egdon as required by Rule 24.3 of the Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference pursuant to Rule 24.15 of the Code:

- the audited financial statements of Egdon for the financial year ended 31 July 2021 are set out on pages 38-75 of Egdon's Annual Report and Financial Statements 2021, which was released on 3 November 2021, available on Egdon's website at www.egdon-resources.com/media/reports
- the audited financial statements of Egdon for the financial year ended 31 July 2022 are set out on pages 40-77 of Egdon's Annual Report and Financial Statements 2022, which was released on 18 November 2022, available on Egdon's website www.egdon-resources.com/media/reports
- copies of any preliminary statements of annual results, half year financial reports and interim financial information that has been published by Egdon since 31 July 2022, available on Egdon's website at www.egdon-resources.com/media/reports

Part B: Financial and ratings information relating to Petrichor, Explorers and HEYCO Group

Financial information relating to Petrichor, Explorers and HEYCO Group

Petrichor is a partnership formed on 14 December 2020 for the purpose of acquiring Egdon Shares and has not published any financial information. Petrichor's only assets are Egdon shares and cash. Other than acquiring Egdon Shares, Petrichor has not traded since formation, has made no distributions and has not entered into any obligations, other than in connection with the Acquisition summarised in paragraph 7.1 of Part 8 of this Document.

Explorers was formed on 9 April 2001 and has not published any financial information. Explorers is the majority shareholder in HEYCO Group. HEYCO Group is a group of companies focused on investing in and operating oil and gas assets.

HEYCO Group was an operator in the Delaware Basin region for several decades. In 2015, HEYCO Group sold its operating assets in the Delaware Basin to Matador Resources (NYSE: MTDR) in exchange for stock and cash. As of 6 June 2023, HEYCO Group retains 1.7 million MTDR shares with a market value of approximately USD 83.1 million.

In addition, HEYCO Group has interests in operating assets in Wyoming, New Mexico, Texas, Louisiana, and La Rioja, Spain, with an approximate fair market value of reserves as at 31 March 2023 of USD13.64 million. HEYCO Group's total oil and gas production for 2022 was 155.04 Mboe.

HEYCO Group credit ratings information

Neither Petrichor nor HEYCO Group has any publicly accorded credit ratings.

Effect of full acceptance of the Offer on the earnings and assets and liabilities of HEYCO Group

Petrichor has no material assets or liabilities other than the Egdon Shares acquired or agreed to be acquired by it and other assets or liabilities described in this document in connection with the Offer. Full acceptance of the Offer would result in Egdon becoming a wholly owned subsidiary of Petrichor, and as a result the consolidated earnings, assets, and liabilities of Egdon will therefore be included in the consolidated earnings, assets, and liabilities of the HEYCO Group.

Part C: No incorporation of website information

Save as expressly referred to herein, neither the content of Egdon's or Petrichor's websites, nor the content of any website accessible from hyperlinks on Egdon's or Petrichor's websites is incorporated into, or forms part of, this Document.

Part D: Availability of hard copies

Egdon will provide, without charge to each person to whom a copy of this Document has been delivered, upon the oral or written request of such person, a hard copy of any or all of the documents which are incorporated by reference herein within two Business Days of the receipt of such request. Copies of any documents or information incorporated by reference into this Document will not be provided unless such a request is made.

PART 6

UNITED KINGDOM TAXATION

The comments set out below and in Part 7 (*Additional Information for Overseas Shareholders*) of this Document summarise certain limited aspects of the UK taxation treatment of certain Egdon Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They are based on current UK tax legislation and what is understood to be current HMRC practice (which may not be binding on HMRC), in each case as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect.

The comments are intended as a general guide and do not deal with certain types of Egdon Shareholder such as charities, trustees, market makers, brokers, dealers in securities, persons who have or could be treated for tax purposes as having acquired their Egdon Shares by reason of an office or their employment or as carried interest, collective investment schemes, persons subject to UK tax on the remittance basis and insurance companies.

References below to “UK holders” or “Egdon Shareholders” are to Egdon Shareholders who are resident (and, in the case of individuals, domiciled) for tax purposes in, and only in, the United Kingdom (and to whom split-year treatment does not apply), who hold their Egdon Shares as a capital investment (other than under a self-invested personal pension plan or individual savings account) and who are the absolute beneficial owners of their Egdon Shares.

Overseas holders of Egdon Shares are referred to in Part 7 (*Additional Information for Overseas Shareholders*) of this Document, which summarises certain UK tax consequences of the Scheme for such holders.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION OR YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

UK taxation of chargeable gains

The transfer of Egdon Shares under the Scheme in return for cash should be treated as a disposal of the UK holder’s Egdon Shares for the purposes of UK capital gains tax (**CGT**) or corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK holder’s particular circumstances (including the UK holder’s base cost in their Egdon Shares, and the availability of exemptions, reliefs and/or allowable losses), give rise to a liability to UK taxation on chargeable gains or, alternatively, an allowable capital loss.

Individual Egdon Shareholders

Subject to available reliefs or allowances, chargeable gains arising on a disposal of Egdon Shares by an individual UK holder should be subject to CGT at the rate of 20 per cent. depending on the individual’s personal circumstances, including other taxable income and gains in the relevant tax year.

No indexation allowance will be available to an individual Egdon Shareholder in respect of any disposal of Egdon Shares. The CGT annual exemption may be available to individual UK holders, depending on their personal circumstances, to offset against chargeable gains realised on the disposal of their Egdon Shares. The CGT annual exemption amount for the 2023/24 tax year is £6000 for individuals.

Corporate Egdon Shareholders

Subject to available reliefs or allowances, chargeable gains arising on a disposal of Egdon Shares by a UK holder within the charge to UK corporation tax should be subject to UK corporation tax.

For UK holders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Egdon Shares), indexation allowance may be available where the Egdon Shares were acquired prior to 31 December 2017 in respect of the period of ownership of the Egdon Shares up to and including 31 December 2017 to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the transfer of their Egdon Shares under the Scheme in return for cash.

UK stamp duty and stamp duty reserve tax (SDRT)

No UK stamp duty or SDRT should generally be payable by Egdon Shareholders on the transfer of their Egdon Shares under the Scheme.

PART 7

ADDITIONAL INFORMATION FOR OVERSEAS SHAREHOLDERS

1 General

This document has been prepared for the purposes of complying with English law, the Code, the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside the UK.

The availability of the Acquisition to holders of Egdon Shares who are not resident in the United Kingdom or the United States may be affected by the laws of the relevant jurisdictions in which they are resident. It is the responsibility of any person outside the United Kingdom or the United States into whose possession this Document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

The release, publication or distribution of this Document in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or the United States or who are subject to the laws of other jurisdictions should inform themselves of, and observe, any applicable requirements. In particular, the ability of persons who are not resident in the United Kingdom or the United States to vote in respect of their Egdon Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by Petrichor or required by the Code and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent (in whole or in part) in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Document and all documents relating to the Acquisition (including custodians, nominees and trustees) must observe these restrictions and must not mail or otherwise distribute or send them (in whole or in part) in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction. Doing so may render invalid any purported vote in respect of the Acquisition.

This document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction (including the Restricted Jurisdictions) in which such offer or solicitation is unlawful.

Overseas Shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.

2 US holders of Egdon Shares

The Acquisition relates to the shares of a UK company and is being made by way of a scheme of arrangement provided for under Part 26 of the Companies Act. The Acquisition, implemented by way of a scheme of arrangement, is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable to a scheme of arrangement involving a target company in England listed on AIM, which differ from the disclosure requirements of US tender offer and proxy solicitation rules. If, in the future, Petrichor exercises its right to implement the Acquisition by way of an Offer and determines to extend the Offer into

the United States, the Acquisition will be made in compliance with applicable US laws and regulations, including Regulation 14E under the US Exchange Act (subject to such exemptions that are available under such regulation).

The financial information included in this Document has been prepared in accordance with International Financial Reporting Standards (as adopted by the European Union) and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

Neither the SEC nor any securities commission of any state of the US nor any other US regulatory authority has approved the Acquisition, passed upon the fairness of the Acquisition or passed upon the adequacy or accuracy of this Document. Any representation to the contrary is a criminal offence in the United States.

It may be difficult for US holders of Egdon Shares to enforce their rights and any claim arising out of the US federal laws or the laws of any state or other jurisdiction in the US, because Egdon is located in a non-US country, and some or all of its officers and directors are residents of a non-US country. US holders of Egdon Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the federal US laws or the laws of any state or other jurisdiction in the US. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgment.

US holders of Egdon Shares also should be aware that the transaction contemplated herein may have tax consequences in the US and, that such consequences, if any, are not described herein. US holders of Egdon Shares are urged to consult with legal, tax and financial advisers in connection with making a decision regarding this transaction.

3 UK taxation of certain overseas shareholders

Non-UK holders should not be subject to United Kingdom taxation of chargeable gains in respect of the Scheme, however they may be subject to foreign taxation depending on their personal circumstances. No UK stamp duty or SDRT should generally be payable by Non-UK holders on the transfer of their Egdon Shares under the Scheme.

References above to **Non-UK holders** are to Egdon Shareholders who are not resident for tax purposes in the United Kingdom, have not within the past five years been resident or ordinarily resident for tax purposes in the United Kingdom and are not carrying on a trade (or profession or vocation) in the United Kingdom.

If an individual is only temporarily resident outside the United Kingdom for capital gains tax purposes as at the date of disposal, the individual could, on becoming resident for tax purposes in the United Kingdom again, be liable for United Kingdom taxation of chargeable gains in respect of disposals made while the individual was temporarily resident outside the United Kingdom for capital gains tax purposes.

PART 8

ADDITIONAL INFORMATION

1 Responsibility

- 1.1 The Egdon Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this Document (including any expressions of opinion) other than the information for which responsibility is taken by the Petrichor Responsible Persons pursuant to paragraph 1.2 of this Part 8 (*Additional Information*). To the best of the knowledge and belief of the Egdon Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Petrichor Responsible Persons, whose names are set out in paragraph 2.2 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to them and their close relatives (as defined in section 3.1 below) and the related trusts of and persons connected with them, Petrichor and other persons deemed to be acting in concert with Petrichor (as such term is defined in the Code). To the best of the knowledge and belief of the Petrichor Responsible Persons (who have taken all reasonable care to ensure that such is the case) the information contained in this Document (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Directors

- 2.1 The Egdon Directors and their respective positions are as follows:

Name	Position
Mark Abbott	Managing Director
Philip Stephens	Non-Executive Chairman
Martin Durham	Technical Director
Walter Roberts	Non-Executive Director
Ken Ratcliff	Non-Executive Director
Tim Davies	Non-Executive Director

The registered office of Egdon and the business address of each of the Egdon Directors is Blackstable House Longridge, Sheepscombe, Stroud, Gloucestershire, England, GL6 7QX. The company secretary of Egdon is Walter Roberts.

- 2.2 The Petrichor Responsible Persons and their respective positions are as follows:

Name	Position
George Yates	Director of Explorers Petroleum Corp and HEYCO International, Inc.
Lauren Yates	Director of Explorers Petroleum Corp
Abby Yates	Director of Explorers Petroleum Corp
Lindsey Madison	Director of Explorers Petroleum Corp
Mauri Hinterlong	Director of HEYCO International, Inc.

The registered office of Petrichor and each of the Petrichor Responsible Persons is InCorp Services, Inc., 919 North Market Street, Suite 950, Wilmington, Delaware 19801. The business address is 5310 Harvest Hill Road, Suite 164, Dallas, Texas 75230.

3 Interests in Egdon Shares

- 3.1 For the purposes of this section 3 and section 4:
- (A) “acting in concert” has the meaning given to it in the Code;

- (B) “arrangement” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;
- (C) “close relatives” has the meaning given to it in the Code;
- (D) “connected person” in relation to a director of Egdon or a Petrichor Responsible Person means any person whose interests such director or Petrichor Responsible Person would be required to disclose pursuant to Part 22 of the Companies Act and related regulations including:
 - (i) such director’s spouse or civil partner;
 - (ii) such director’s infant children (including stepchildren);
 - (iii) a body corporate if either:
 - (1) that body corporate or its board of directors are accustomed to act in accordance with such director’s or Petrichor Responsible Person’s directions or instructions; or
 - (2) such director or Petrichor Responsible Person is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of that body corporate; and
 - (iv) in certain circumstances, persons with whom such director or Petrichor Responsible Person has an agreement for the acquisition of shares in the relevant company;
- (E) “dealing” has the meaning given to it in the Code;
- (F) “derivative” has the meaning given to it in the Code;
- (G) “disclosure period” means the period beginning on 17 May 2022 (the date 12 months prior to commencement of the Offer Period) and ending on the Latest Practicable Date;
- (H) “financial collateral arrangements” are arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code;
- (I) “interest” or “interests” in relevant securities shall have the meaning given to it in the Code;
- (J) “relevant securities” means: (i) Egdon Shares and any other securities of Egdon conferring voting rights; (ii) the equity share capital of Egdon; (iii) the equity share capital of Petrichor; and (iv) securities of Egdon or Petrichor carrying conversion or subscription rights into any of the foregoing; and
- (K) “short position” means any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

3.2 In addition to the Egdon Directors (together with their close relatives and related trusts), the persons who, for the purposes of the Code, are acting in concert with Egdon in respect of the Acquisition and who are required to be disclosed are:

Name	Registered Office	Relationship with Egdon
VSA Capital Limited	Park House 16-18 Finsbury Circus London EC2M 7EB	Financial adviser, joint broker and Rule 3 adviser
WH Ireland Limited	24 Martin Lane, London EC4R 0DR	Joint broker and nominated adviser

- 3.3 In addition to the Petrichor Responsible Persons (together with their close relatives and related trusts), the persons who, for the purposes of the Code, are acting in concert with Petrichor in respect of the Acquisition and who are required to be disclosed are:

Name	Registered Office	Relationship with Egdon
SPARK	5 Saint John's Lane, London EC1M 4BH	Financial adviser

- 3.4 As at the Latest Practicable Date, the Egdon Directors (and their close relatives and related trusts) held the following interests in relevant securities:

Name	Number of ordinary shares	Percentage of issued share capital
Mark Abbott	13,687,817 ^{*1}	2.515%
Philip Stephens	231,703 ^{*2}	0.043%
Martin Durham	200,000	0.037%
Walter Roberts	1,498,477 ^{*3}	0.275%
Kenneth Ratcliff	198,032 ^{*4}	0.036%
Timothy Davies	50,000	0.009%

^{*1} including 270,000 ordinary shares held by Susan Abbott, the wife of Mark Abbott, 90,000 ordinary shares held by Richard Abbott, the son of Mark Abbott, 100,000 ordinary shares held by Catherine Abbott, the daughter of Mark Abbott and 5,2000 ordinary shares held by Gwendoline Mary Abbott, the mother of Mark Abbott.

^{*2} including 100,000 ordinary shares held by Elizabeth Stephens, the wife of Philip Stephens

^{*3} including 377,708 ordinary shares held by Caroline Roberts, the wife of Walter Roberts and 274,348 ordinary shares held by Elizabeth Roberts, the daughter of Walter Roberts

^{*4} Kenneth Ratcliff is the executor for the late Susan Ratcliff with respect to 130,968 ordinary shares

- 3.5 As at the Latest Practicable Date, the Egdon Directors held the following outstanding options over relevant securities under the Egdon Share Plan:

Name	Date of Grant	Vesting Date	Exercise Price	Number of ordinary shares
Mark Abbott	8 March 2022	7 March 2023	2.25p	4,444,444
Martin Durham	8 March 2022	7 March 2023	2.25p	3,555,556

- 3.6 As at the Latest Practicable Date, the Egdon Directors held the following outstanding options over relevant securities under the Warrants:

Name	Date of Warrant Instrument	Lapse Date	Exercise Price	Number of ordinary shares
Mark Abbott	19 August 2021	31 December 2023	2.5p	800,000
Martin Durham	19 August 2021	31 December 2023	2.5p	100,000

- 3.7 As at the Latest Practicable Date, no persons acting in concert with Petrichor held interests in relevant securities in Egdon.

- 3.8 As at the Latest Practicable Date, persons acting in concert with Egdon held the following interests in relevant securities in Egdon:

Name	Number of Egdon Shares	Percentage of issued share capital
VSA Capital Limited	NIL	NIL
WH Ireland Limited	9,008	0.001
TOTAL	9,008	0.001

4 Interests and Dealings – General

- 4.1 Save as disclosed in this Document, as at the Latest Practicable Date:

- (A) Petrichor does not have any interest in, right to subscribe in respect of or any short position in relation to any relevant securities in Egdon nor has Petrichor dealt in any relevant securities in Egdon during the disclosure period;
- (B) none of the Petrichor Responsible Persons nor any of their connected persons, close relatives or related trusts, has any interest in, right to subscribe in respect of or any short position in relation to any relevant securities in Egdon, nor has any such person dealt in any relevant securities in Egdon during the disclosure period;
- (C) no other person acting in concert with Petrichor has any interest in, right to subscribe in respect of, or any short position in relation to any relevant securities in Egdon, nor has any such person dealt in any relevant securities in Egdon, during the disclosure period; and
- (D) neither Petrichor, nor any person acting in concert with Petrichor, has borrowed or lent (including for these purposes any financial collateral arrangements) any relevant securities in Egdon, save for any borrowed shares which have been either on-lent or sold.

- 4.2 During the disclosure period, the following persons acting in concert with Petrichor, had dealings in relevant securities (in each case, Egdon Shares and Warrants)

Name	Date	Nature of dealing	Number of Egdon Shares	Number of Warrants	Price per Egdon Share (£)
Petrichor Holdings Cooperatief UA	24 June 2022	Sale	132,676,245	14,790,849	NIL
HEYCO Energy Group, Inc.	24 June 2022	Sale	132,676,245	14,790,849	4.35p
Jalapeno Corporations Holding	24 June 2022	Sale	15,503,119	1,728,300	4.35p
Steven Jackson	24 June 2022	Sale	65,634	7,317	4.35p

During the disclosure period, Petrichor, had dealings in relevant securities (in each case, Egdon Shares and Warrants)

Name	Date	Nature of dealing	Number of Egdon Shares	Number of Warrants	Price per Egdon Share (£)
Petrichor	24 June 2022	Acquisition	148,244,998	16,526,466	NIL

- 4.3 Save as disclosed in this Document, as at the Latest Practicable Date:

- (A) Egdon had no interest in, right to subscribe in respect of or any short position in relation to relevant Petrichor securities nor has Egdon dealt in any relevant securities in Egdon or relevant Petrichor securities during the Offer Period;
- (B) none of the Egdon Directors nor any of their connected persons, close relatives or related trusts, had any interest in, right to subscribe in respect of, or any short position in relation to any relevant

securities in Egdon or, relevant Petrichor securities nor has any such person dealt in any relevant securities in Egdon or any relevant Petrichor securities during the Offer Period;

- (C) no other person acting in concert with Egdon had any interest in, right to subscribe in respect of, or any short position in relation to any relevant securities in Egdon, nor has any such person dealt in any relevant securities in Egdon during the Offer Period;
- (D) neither Egdon, nor any person acting in concert with Egdon has borrowed or lent (including for these purposes any financial collateral arrangements) any relevant securities in Egdon, save for any borrowed shares which have been either on-lent or sold; and
- (E) no relevant securities in Egdon have been redeemed or purchased by Egdon during the Offer Period.

4.4 Save as disclosed in this Document:

- (A) no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the Special Resolution to be proposed at the General Meeting;
- (B) none of: (i) Petrichor or any person acting in concert with Petrichor or (ii) Egdon or any person acting in concert with Egdon has any dealing arrangement in relation to relevant securities; and
- (C) no agreement, arrangement or understanding (including any compensation arrangement) exists between Petrichor or any person acting in concert with Petrichor and any of the Egdon Directors or the recent directors, shareholders or recent shareholders of Egdon, or any person interested or recently interest in shares of Egdon having any connection with or dependence upon the Acquisition.

4.5 Save as disclosed herein and save that Petrichor reserves the right to transfer any such shares to any other member of the Petrichor Group, there is no agreement, arrangement or understanding whereby the beneficial ownership of any Egdon Shares to be acquired by Petrichor pursuant to the Scheme will be transferred to any other person.

5 Director Service Agreements

5.1 *Egdon Executive Directors*

The details of the Executive Directors' service contracts are summarised in the table below:

Executive Director	Date appointed as Executive Director	Original Service Contract Date	Fees (per annum)
Mark Abbott	25 October 2007	14 January 2008	£209,000
Martin Durham	8 January 2019	14 July 2014	£165,000

5.2 *Egdon Managing Director*

Mark Abbott (**MA**) is engaged pursuant to a service agreement with Egdon dated 1 May 2021. The effective date of the service agreement is 5 February 2021 and replaces a previous service agreement dated 14 January 2008. It is noted that MA's period of continuous employment began on 14 July 2000.

MA's current basic salary is £209,000 per annum which includes a recent salary uplift that took effect on 1 June 2022. MA is entitled to be repaid all hotel, travel and entertainment expenses reasonably and properly incurred in the performance of his duties and the exercise of his powers as Managing Director.

MA is entitled to participate in (i) pension and life assurance arrangements made by Egdon for senior executives (ii) share option and/or bonus schemes made by Egdon for senior executives and (iii) shall be entitled to membership of the medical insurance scheme (if any) for the time being in force applicable to full-time employees or officers of the Egdon. Egdon will take out and the Director shall be entitled to benefit from Directors' Liability Insurance.

MA participates in the Egdon Share Plan and is a Warrant Holder as set out above. Details of the expected vesting of the Warrants is set out in section 8 of Part 2 of this Document.

MA's service agreement is terminable upon 6 months' written notice by either party and there are certain post-termination restrictive covenants which apply for up to twelve months post termination.

5.3 **Egdon Technical Director**

Martin Durham (**MD**) is engaged pursuant to a service agreement with Egdon dated 1 May 2021. The effective date of the service agreement is 5 February 2021 and replaces a previous service agreement dated 14 July 2014 as further modified on 3 June 2019. It is noted that MD's period of continuous employment began on 14 July 2014.

MD's current basic salary is £165,000 per annum which includes a recent salary uplift that took effect on 1 June 2022. MD's position is full-time, and MD's normal working hours shall be from 9.00 a.m. to 5.00 p.m. Monday to Friday with one hour lunch break, and such additional hours (without further remuneration) as are necessary for the proper performance of the duties set out in the service agreement.

MD is entitled to receive an initial grant of options to a value of £150,000 over ordinary shares in Egdon. MD may be eligible to participate further in employee share or bonus schemes established by Egdon from time to time.

MD is entitled to participate in contributory pension schemes and Egdon will match contributions made by MD of an amount up to 5 per cent. of gross salary. MD shall also be entitled to participate in any private health insurance schemes established by Egdon and Egdon will take out and the Director shall be entitled to benefit from Directors' Liability Insurance.

MD's service agreement is terminable upon 6 months' written notice by either party and shall automatically terminate when MD reaches the normal retiring age from time to time applicable to employees of Egdon unless MD makes a request to work beyond the normal retiring age and this is accepted by Egdon.

5.4 **The Non-Executive Chairman and other Egdon Non-Executive Directors**

The details of the Non-Executive Chairman's and Directors' service contracts are summarised in the table below:

Non-Executive Director	Date appointed as Non-Executive Director	Original Service Contract Date	Fees (per annum)
Philip Stephens	6 November 2007	14 January 2008	£49,500
Walter Roberts	6 November 2007	14 January 2008	£33,000
Ken Ratcliff	6 November 2007	14 January 2008	£33,000
Tim Davies	12 April 2019	15 April 2019	£22,000

Philip Stephens

Philip Stephens (**PS**) is engaged pursuant to a service agreement with Egdon dated 1 May 2021. The effective date of the service agreement is 5 February 2021 and replaces a previous service agreement dated 14 January 2008. It is noted that PS's period of continuous employment began on 21 October 2004.

PS is entitled to remuneration of £49,500 per annum for his services (inclusive of all director's fees or emoluments receivable from the Company or any subsidiary company). PS will be remunerated at the rate of £1,000 per day or *pro rata* and paid by the Company in arrears for time worked carrying out his duties in excess of 17 days in a 12-month period.

PS is entitled to participate in any share option and/or bonus schemes made by the Company for senior executives, or such other arrangements as may be made by the Company from time to time with the approval of PS and the Company's interim bonus scheme. The Company will take out and PS shall be entitled to benefit from Directors' Liability Insurance.

Walter Roberts

Walter Roberts (**WR**) is engaged pursuant to a service agreement with the Company dated 1 May 2021. The effective date of the service agreement is 5 February 2021 and replaces a previous service agreement dated 14 January 2008. It is noted that WR's period of continuous employment began on 1 August 2001.

WR is entitled to remuneration of £33,000 per annum for his services (inclusive of all director's fees or emoluments receivable from the Company or any subsidiary company). WR will be remunerated at the rate of £1,000 per day or *pro rata* and paid by the Company in arrears for time worked carrying out his duties in excess of 17 days in a 12-month period.

WR is entitled to participate in any share option and/or bonus schemes made by the Company for senior executives, or such other arrangements as may be made by the Company from time to time with the approval of WR and the Company's interim bonus scheme. The Company will take out and WR shall be entitled to benefit from Directors' Liability Insurance.

Kenneth Ratcliff

Kenneth Ratcliff (**KR**) is engaged pursuant to a service agreement with the Company dated 1 May 2021. The effective date of the service agreement is 5 February 2021 and replaces a previous service agreement dated 14 January 2008. It is noted that KR's period of continuous employment began on 1 August 2001.

KR is entitled to remuneration of £33,000 per annum for his services (inclusive of all director's fees or emoluments receivable from the Company or any subsidiary company). KR will be remunerated at the rate of £1,000 per day or *pro rata* and paid by the Company in arrears for time worked carrying out his duties in excess of 17 days in a 12-month period.

KR is entitled to participate in any share option and/or bonus schemes made by the Company for senior executives, or such other arrangements as may be made by the Company from time to time with the approval of KR and the Company's interim bonus scheme. The Company will take out and KR shall be entitled to benefit from Directors' Liability Insurance.

Timothy Davies

Timothy Davies (**TD**) is engaged pursuant to a service agreement with the Company dated 18 January 2022. The effective date of the service agreement is 16 December 2021 and replaces a previous service agreement dated 15 April 2019. It is noted that TD's period of continuous employment began on 15 April 2019.

TD is entitled to remuneration of £22,000 per annum for his services (inclusive of all director's fees or emoluments receivable from the Company or any subsidiary company). TD will be remunerated at the rate of £1,000 per day or *pro rata* and paid by the Company in arrears for time worked carrying out his duties in excess of 17 days in a 12-month period.

TD is entitled to participate in any share option and/or bonus schemes made by the Company for senior executives, or such other arrangements as may be made by the Company from time to time with the approval of TD and the Company's interim bonus scheme. The Company will take out and TD shall be entitled to benefit from Directors' Liability Insurance.

5.5 Other particulars of service contracts

Save to the extent disclosed above:

- (A) no Egdon Director participates in any commission or profit-sharing arrangements;
- (B) other than statutory compensation and payment in lieu of notice, no compensation is payable by Egdon to any Egdon Director upon early termination of any service contract;
- (C) there exist no other details of any other arrangement which are necessary to enable investors to estimate the possible liability of Egdon on early termination of the Egdon Directors' service contracts; and

- (D) there are no service contracts between any Egdon Director and any member of the Egdon Group, and no such contract has been entered into or amendment made within the six months preceding the date of this Document.

6 Market quotations

6.1 The following table shows the Closing Price for Egdon Shares as derived from the Daily Official List for:

- (A) the first dealing day of each of the six months before the date of this Document;
(B) 16 May 2023 (being the last dealing day prior to the commencement of the Offer Period); and
(C) the Latest Practicable Date:

Date	Egdon Share price (p)
3 January 2023	2.60
1 February 2023	2.95
1 March 2023	2.75
3 April 2023	2.50
2 May 2023	2.35
16 May 2023	2.30
1 June 2023	4.35
7 June 2023	4.35

7 Material contracts

7.1 Petrichor material contracts

Save as disclosed below, Petrichor has not, during the period beginning 17 May 2021 (being two years prior to the commencement of the Offer Period) and ending on the 16 May 2023 (being the Business Day prior to commencement of the Offer Period), entered into any material contract otherwise than in the ordinary material course of business.

Confidentiality Agreements

See paragraph 9 below for details of the Confidentiality Agreements between Petrichor and Egdon.

Co-operation Agreement

See paragraph 9 below above for details of the Co-operation Agreement between Petrichor and Egdon.

Cost Coverage Agreement

See paragraph 9 below above for details of the Cost Coverage Agreement between Petrichor and Egdon.

7.2 Egdon material contracts

Save as disclosed below, Egdon has not, during the period beginning 17 May 2021 (being two years prior to the commencement of the Offer Period) and ending on 16 May 2023 (being the Business Day prior to commencement of the Offer Period), entered into any material contract otherwise than in the ordinary material course of business.

Confidentiality Agreements

See paragraph 9 below for details of the Confidentiality Agreements between Egdon and Petrichor.

Co-operation Agreement

See paragraph 9 below for details of the Co-operation Agreement between Egdon and Petrichor.

Cost Coverage Agreement

See paragraph 9 below for details of the Cost Coverage Agreement between Egdon and Petrichor.

Share Sale and Purchase Agreement relating to Aurora Production (UK) Limited

On 19 December 2022 Egdon entered into a share sale and purchase agreement (**SSPA**) with Aurora Petroleum Limited (**Aurora Petroleum**) relating to the sale and purchase of the entire issued share capital of Aurora Production (UK) Limited (**Aurora Production**). Aurora Production held an 18.75 per cent. interest in the Egdon operated licence PL090 which comprises the Waddock Cross oil field and an 8.33 per cent. interest in the IGas operated licence PEDL070 which comprises the Avington oil field (the **Licences**).

The consideration for the sale of shares under the SSPA was the adoption by Egdon of Aurora Production as an “affiliate” and thereby the acceptance of ultimate liability for all decommissioning liabilities and environmental liabilities connected to the cost of abandoning all wells, facilities and sites on or associated with the Licences and included a net profit interest over the Licences. As part of the transaction Egdon also received a cash sum from Aurora Petroleum of £0.288 million which reflected the estimate (at the time of the SSPA) in relation to the abandonment liabilities.

The respective obligations of Aurora Petroleum to sell and Egdon to purchase the shares in accordance with the SSPA were subject to (i) receipt of confirmation from The Oil and Gas Authority that upon completion of the sale of the shares it would not (as a result of the change of control in Aurora Production) revoke any of the Licences nor require a further change in control of Aurora Production under the terms of the Licences and (ii) receipt of a waiver of the obligation under the joint operating agreement in respect of PL090 to assign its Interest under PL090 back to Aurora Exploration (UK) Limited or to another of its affiliates, prior to Aurora Production ceasing to be an affiliate of Aurora Exploration (UK) Limited.

Egdon announced that completion under the SSPA occurred on 1 March 2023. Mark Abbott and Martin Durham were appointed as directors of Aurora Production for the purposes of the transaction also effective as of 1 March 2023.

Petrichor Subscription Agreement

On 25 June 2021, Egdon entered into a subscription agreement (**SSA**) with Petrichor pursuant to which Petrichor subscribed to purchase 19,995,068 Egdon Shares for an aggregate purchase price of £249,938.35. Petrichor received 0.5 warrants per Egdon Share at 2.5 pence per share. The warrants were issued in certificated form and are non-transferable except to parties that are either within the Concert Party or that have some shared beneficial ownership with a Concert Party. Petrichor received 15,591,464 Egdon Shares on or around 8 July 2021 and 4,403,604 Egdon Shares on or around 15 July 2021.

Petrichor also provided standard warranties in the SSA with respect to, among other things its (i) own assessment concerning the relevant tax, legal, currency and other economic considerations relevant to its investment in the Egdon Shares and (ii) experience in evaluating and investing in securities of companies similar to Egdon.

WH Ireland Limited Engagement Letters

On 2 June 2021, Egdon appointed WH Ireland Limited (**WH Ireland**) as joint corporate broker and corporate finance adviser in connection with a fundraising of approximately £1,500,000 by the issue of new Egdon Shares (the **New Shares**) and the application for the admission of the New Shares to trading on AIM. WH Ireland provided corporate broking and associated financial advice for a customary fee plus commission. The engagement letter set out that, among other things, WH Ireland would advise Egdon on the pricing, timing, structure and terms of the fundraising.

On 28 June 2021, Egdon appointed WH Ireland to act as corporate financial adviser in connection with a subscription by (i) Mark Abbott (ii) Martin Durham (iii) Petrichor Holdings Coöperatief U.A. and (iv) other members of the Concert Party. WH Ireland provided corporate broking and associated financial advice for a customary fee plus VAT. The engagement letter set out that WH Ireland would

advise the Egdon Directors on the nature of the subscription and assist with the drafting and release of any announcements in connection with the subscription required by the AIM Rules.

8 Terms of the Irrevocable Undertakings

Directors

The following Egdon Directors have given irrevocable undertakings to vote in favour of the resolutions relating to the Acquisition at the Meetings in respect of their own beneficial holdings of Egdon Shares which are under their control:

Name	Number of ordinary shares	Percentage of issued share capital as at the Latest Practicable Date
Mark Abbott	13,222,617	2.430%
Philip Stephens	131,703	0.024%
Walter Roberts	846,421	0.156%
Kenneth Ratcliff	198,032	0.036%
Timothy Davies	50,000	0.009%
Martin Durham	200,000	0.037%

Other Shareholders

The following Egdon Shareholders have given irrevocable undertakings to vote in favour of the resolutions relating to the Acquisition at the Meetings in respect of their own beneficial holdings of Egdon Shares which are under their control:

Name	Number of ordinary shares	Percentage of issued share capital as at the Latest Practicable Date
Union Jack Oil plc	17,000,000	3.124%
Harbour Energy plc	45,733,333	8.403%

In total, therefore, Petrichor has received irrevocable undertakings, including those irrevocable undertakings from the Egdon Directors who own Egdon Shares, in respect of, in aggregate, 77,382,106 Egdon Shares, representing approximately 14.23 per cent. of the issued ordinary share capital of Egdon on 16 May 2023 (being the last Business Day before the commencement of the Offer Period).

Irrevocable Undertakings

These irrevocable undertakings given by the Egdon Directors and the Egdon Shareholders will cease to be binding only:

- (A) if the Scheme Document (or Offer Document, if applicable) is not dispatched to Egdon Shareholders within 28 days of this announcement (or such longer period as may be agreed by the Panel) provided that if the Acquisition was initially being implemented by way of a Scheme and Petrichor elects to exercise its right to implement the Acquisition by way of a Takeover Offer (with consent of the Panel and in accordance with the terms of the Co-operation Agreement) or vice versa, the time period is to be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may require); or
- (B) on the earlier of:
 - (i) the Long Stop Date; or

- (ii) the date on which the Acquisition (whether implemented by way of a Scheme or a Takeover Offer) is withdrawn or lapses in accordance with its terms, unless the Acquisition is withdrawn or lapses as a result of Petrichor exercising its right to implement the Acquisition by way of a Takeover Offer in accordance with the Code rather than by way of a Scheme.

9 Acquisition-related arrangements, fees and expenses

Confidentiality Agreements

On 7 March 2023, Petrichor and Egdon entered into a confidentiality agreement in relation to the Acquisition (the “**Egdon Confidentiality Agreement**”), pursuant to which, amongst other things, Petrichor gave certain undertakings to: (a) subject to certain exceptions, keep information relating to Egdon and the Acquisition confidential and not to disclose it to third parties; and (b) use such confidential information only in connection with the Acquisition. These confidentiality obligations will remain in force until the earlier of six months from the date of the Confidentiality Agreement or completion of the Acquisition by Petrichor.

On 15 May 2023, Egdon and Petrichor entered into a confidentiality agreement in relation to the Acquisition (the “**Petrichor Confidentiality Agreement**”), pursuant to which, amongst other things, Egdon gave certain undertakings to: (a) subject to certain exceptions, keep information relating to Petrichor and the Acquisition confidential and not to disclose it to third parties; and (b) use such confidential information only in connection with the Acquisition. These confidentiality obligations will remain in force until the earlier of six months from the date of the Petrichor Confidentiality Agreement or completion of the Acquisition by Petrichor.

Co-operation Agreement

Petrichor and Egdon have entered into a Co-operation Agreement pursuant to which:

- Petrichor has undertaken to use all reasonable endeavours to secure the Clearances (as defined therein) as soon as reasonably practicable and seek to enable the Effective Date to occur prior to the Long Stop Date;
- Petrichor has undertaken to use all reasonable efforts to implement the Acquisition substantially in the form contemplated by the Announcement; and
- Petrichor has agreed to provide Egdon with certain information as may be reasonably requested or required for the Scheme Document.

The Co-operation Agreement records the intention of Petrichor and Egdon to implement the Acquisition by way of the Scheme, subject to Petrichor's right to switch to a Takeover Offer in certain circumstances. Petrichor and Egdon have agreed to certain customary provisions if the Scheme should switch to a Takeover Offer.

The Co-operation Agreement also contains provisions that shall apply in respect of directors' and officers' insurance, Warrants and the Egdon Share Plan and other incentive arrangements.

The Co-operation Agreement shall be terminated with immediate effect:

- if Petrichor and Egdon each consent in writing at any time prior to the Effective Date;
- upon service of written notice by Petrichor to Egdon if: (i) the Egdon Directors no longer intend to make their recommendation or intend adversely to modify or qualify their recommendation; (ii) where the Acquisition is being implemented by way of Scheme, Egdon will not convene the Court Meeting or the General Meeting; or (iii) where the Acquisition is being implemented by way of Scheme, Egdon intends not to post the Scheme Document or (if different) the document convening the General Meeting;
- upon service of written notice by Petrichor to Egdon if the Egdon Directors withdraw, adversely modify or adversely qualify the Egdon Board Recommendation or fail to publicly reaffirm or re-issue such unanimous and unqualified recommendation within five Business Days of Petrichor's reasonable request to do so;
- upon service of written notice by Petrichor to Egdon if the Scheme is not approved by the Scheme Shareholders at the General Meeting or the Court refuses to sanction the Scheme definitively;

- upon service of written notice by Petrichor to Egdon stating that a Condition which has not been waived is (or has become) incapable of satisfaction by the Long Stop Date;
- upon service of written notice by Petrichor to Egdon stating that a Condition has been invoked by Petrichor (where the invocation of the relevant Condition has been permitted by the Panel) and such Condition is incapable of waiver or satisfaction by the Long Stop Date; in each case in circumstances where the invocation of the relevant Condition (or confirmation that the Condition is incapable of satisfaction, as appropriate) is permitted by the Panel;
- upon service of written notice by Petrichor to Egdon if a competing proposal completes, becomes effective, or is declared or becomes unconditional;
- if the Acquisition is withdrawn, lapses or terminates on or prior to the Long Stop Date other than: (i) as a result of Petrichor's right to switch to a Takeover Offer; or (ii) it is otherwise to be followed within five Business Days by a firm offer announcement made by Petrichor by a different offer or scheme;
- if a competing proposal completes, becomes effective or is declared or becomes unconditional; or
- unless otherwise agreed by the parties in writing or required by the Panel, on the Effective Date, if it has not occurred on or before the Long Stop Date.

Cost Coverage Agreement

On 11 May 2023, Egdon and Petrichor entered into an agreement under which Petrichor undertook to pay Egdon all properly incurred legal and financial fees, costs or expenses in connection with the Acquisition up to a maximum amount of £200,000 in the event that the Announcement in relation to the Acquisition was not released by 5.00 p.m. on 5 June 2023 (the Cost Compensation Payment).

The Cost Compensation Payment would not be payable in the event that, among other things, the Egdon Board failed to recommend the Acquisition in this announcement or materially amended the terms of its recommendation or if a competing proposal was either recommended by the Egdon Board or completed, became effective or became or was declared unconditional.

The Cost Coverage Agreement terminated on the making of the Announcement.

9.1 Petrichor Fees and Expenses

The aggregate fees and expenses incurred by Petrichor in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be approximately:

Category	Amount (£)
Financing arrangements	3,500
Financial and corporate broking advice	75,000
Legal advice	195,000
Total	273,500

9.2 Egdon Fees and Expenses

The aggregate fees and expenses incurred by Egdon in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be approximately:

Category	Amount (£)
Financial and corporate broking advice	320,000
Legal advice	415,000
Other costs and expenses	25,000
Total	760,000

10 Financing arrangements relating to Petrichor

The Cash Consideration payable to the Egdon Shareholders by Petrichor under the terms of the Acquisition will be funded from the existing cash resources of Petrichor.

11 Cash confirmation

SPARK, in its capacity as financial adviser to Petrichor, is satisfied that sufficient cash resources are available to Petrichor to enable it to satisfy in full the Cash Consideration payable to Egdon Shareholders under the terms of the Acquisition.

12 No significant change

Save as disclosed in this Document, there has been no significant change in the financial or trading position of Egdon since 31 January 2023, being the date to which the Company's unaudited interim report for the six months ended 31 January 2023 was prepared.

13 Consent

Each of VSA Capital and SPARK has given and not withdrawn its written consent to the issue of this Document with the inclusion of references to its name in the form and context in which they are included.

14 Documents published on a website

Copies of the following documents will be available for viewing on Egdon's website at www.egdon-resources.com/investors-2/disclaimer and Petrichor's website at www.heycoenergy.com/petrichor-partners up to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier:

- (A) this Document;
- (B) the Forms of Proxy;
- (C) the articles of association of Egdon;
- (D) the second amended and restated agreement of limited partnership of Petrichor;
- (E) a draft of the articles of association of Egdon as proposed to be amended at the General Meeting;
- (F) the Announcement;
- (G) the irrevocable undertakings referred to in section 8 above;
- (H) the Egdon Confidentiality Agreement;
- (I) the Petrichor Confidentiality Agreement;
- (J) the Co-operation Agreement;
- (K) the financial information relating to Egdon referred to in Part A of Part 5 (*Financial Information*) of this Document;
- (L) the written consents referred to in section 13 above; and
- (M) template forms of the letters setting out the Rule 15 of the Code proposal to be sent to participants in the Egdon Share Plan referred to at Part 2 (*Explanatory Statement*) of this Document.

15 Sources of information and bases of calculation

15.1 The fully diluted share capital of Egdon, being 544,233,031 Egdon Shares, has been calculated as at the Latest Practicable Date on the basis of:

- (A) 544,233,031 Egdon Shares in issue;
- (B) 17,500,000 Egdon Shares to be issued on the expected exercise of options under the Egdon Share Plan being the maximum number of Egdon Shares which could be issued on or after the date of this Document on the exercise of options under the Egdon Share Plan;
- (C) 30,158,000 Egdon Shares to be issued on the expected exercise of Warrants granted pursuant to the Warrant Instrument and Warrant Certificates being the maximum number of Egdon Shares which could be issued on or after the date of this Document on the exercise of Warrants pursuant to the Warrant Instrument and Warrant Certificates.

- 15.2 Unless otherwise stated, all closing prices for Egdon Shares are closing middle market quotations of a share derived from the Daily Official List of the London Stock Exchange on the relevant date(s).
- 15.3 The volume-weighted average prices of Egdon Shares have been derived from Bloomberg and have been rounded to the nearest tenth of a penny.
- 15.4 Unless otherwise stated, financial information concerning Egdon has been extracted from the annual report and accounts of Egdon for the year ended 31 July 2022 and Egdon's interim report for the six months ended 31 January 2023.

PART 9

DEFINITIONS

Acquisition	the acquisition of the entire issued, and to be issued, ordinary share capital of Egdon by Petrichor (other than Egdon Shares already held or controlled by Petrichor, if any) to be implemented by way of the Scheme or, should Petrichor so elect (with the consent of the Panel) by way of the Takeover Offer, and, where the context admits, any subsequent revision, variation, extension or renewal thereof
AIM	the market of that name operated by the London Stock Exchange
AIM Rules	Rules and Guidance notes for AIM companies and their nominated advisers issued by the London Stock Exchange from time to time relating to AIM traded securities and the operation of AIM
Announcement	the announcement by Petrichor of its firm intention to make an offer to acquire Egdon dated 17 May 2023 in accordance with Rule 2.7 of the Code
Authorisations	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals, in each case, of a Third Party
Articles	the articles of association of Egdon from time to time
Board	the board of directors of Egdon
Business Day	any day (excluding any Saturday or Sunday or any public holiday in England) on which banks in the City of London are generally open for business
in certificated form	a share or other security which is not in uncertificated form (that is, not in CREST)
Cash Consideration	the Cash Consideration payable by Petrichor in connection with the Acquisition, being 4.5 pence for each Scheme Share
Closing Price	the closing middle market price of a Egdon Share as derived from the AIM appendix to the Daily Official List on any particular date
Code	the City Code on Takeovers and Mergers issued by the Panel, as amended from time to time
Companies Act	the Companies Act 2006, as amended from time to time
Concert Party	(i) PHC, a company registered in the Netherlands, and a subsidiary of HEYCO (ii) Explorers Petroleum Corporation (iii) Petrichor (iv) Harvey E Yates Jr and (v) Steven Jackson
Conditions	the conditions to the Acquisition and to the implementation of the Scheme set out in Part 3 (<i>Conditions to the Implementation of the Scheme and to the Acquisition</i>) of this Document
Confidentiality Agreements	the Egdon Confidentiality Agreement and the Petrichor Confidentiality Agreement;

Cost Coverage Agreement	means the cost coverage agreement entered into between Petrichor and Egdon in relation to the Acquisition dated 11 May 2023, a summary of which is set out in section 9 of Part 8 (<i>Additional Information</i>) of this Document
Court	the High Court of Justice in England and Wales
Court Meeting	the meeting of Scheme Shareholders (and any adjournment thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act, notice of which is set out in Part 10 (<i>Notice of Court Meeting</i>) of this Document, for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme
Court Order	the order of the Court sanctioning the Scheme under section 899 of the Companies Act
CREST	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) (including as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018)), in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form
CREST Manual	the CREST Reference Manual published by Euroclear and referred to in agreements entered into by Euroclear, as amended from time to time
CREST Regulations	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended
Daily Official List	the daily official list of the London Stock Exchange
Dealing Disclosure	an announcement pursuant to Rule 8 of the Code containing details of dealings in interests in relevant securities of a party to an offer
Deferred Shares	the deferred shares of £0.01 each in the capital of Egdon
Disclosed	the information fairly disclosed by, or on behalf of Egdon: (i) in the annual report and financial statements of the Egdon Group for the financial year ended 31 July 2022; (ii) in the Announcement; (iii) in any other announcement to a Regulatory Information Service by, or on behalf of Egdon prior to the date of this Announcement the publication of the Announcement; (iv) in filings made with the Registrar of Companies and appearing in Egdon's files at Companies House within the last two years; or (v) fairly disclosed to Petrichor or Petrichor's advisers (in their capacity as such) in writing prior to the date of the Announcement (including in the electronic data room created by or on behalf of Egdon in respect of the Acquisition)
Disclosure Guidance and Transparency Rules	the Disclosure Guidance and Transparency Rules sourcebook issued by the FCA
Document	this circular dated 8 June 2023 addressed to Egdon Shareholders containing the Scheme and an explanatory statement in compliance with section 897 of the Companies Act

Effective	means: (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms; or (ii) if the Acquisition is implemented by way of an Offer, the Offer having been declared or become wholly unconditional in accordance with the requirements of the Code
Effective Date	the date on which the Acquisition becomes Effective
Egdon or Company	Egdon Resources plc, a public limited company incorporated in England and Wales with registered number 06409716 and whose registered office is at Blackstable House Longridge, Sheepscombe, Stroud, Gloucestershire, England, GL6 7QX
Egdon Board	the board of directors of Egdon as at the date of this Document
Egdon Confidentiality Agreement	means the confidentiality agreement entered into between Petrichor and Egdon in relation to the Acquisition dated 7 March 2023
Egdon Directors	the persons whose names are set out in paragraph 2.1 of Part 8 (<i>Additional Information</i>) of this Document or, where the context so requires, the directors of Egdon from time to time
Egdon Executive Directors	Mark Abbott and Martin Durham
Egdon Group	Egdon and its subsidiaries and subsidiary undertakings and where the context permits, each of them
Egdon Non-Executive Directors	Philip Stephens, Walter Roberts, Kenneth Ratcliff and Timothy Davies
Egdon Share Plan	Option Deeds pursuant to which the relevant employees acquire an Option
Egdon Share(s)	the existing unconditionally allotted or issued and fully paid ordinary shares of 1 pence each in the capital of Egdon and any further such ordinary shares which are unconditionally allotted or issued before the Scheme becomes Effective but excluding in both cases any such shares held, or which become held in treasury
Egdon Shareholders	the registered holders of Egdon Shares from time to time
Euroclear	Euroclear UK & International Limited
European Union	the 27 member states of the European Union and, for the purposes of this Document, the United Kingdom
Excluded Shares	any Egdon Shares: (a) registered in the name of, or beneficially owned by Petrichor or any other member of the HEYCO Group or their respective nominees; or (b) held by Egdon in treasury (within the meaning of the Companies Act)
Explanatory Statement	the explanatory statement (in compliance with section 897 of the Companies Act) relating to the Scheme, as set out in Part 2 (<i>Explanatory Statement</i>) of this Document
FCA	the UK Financial Conduct Authority
Form(s) of Proxy	either or both (as the context demands) of the blue Form of Proxy in relation to the Court Meeting and the white Form of Proxy in relation to the General Meeting

FSMA	the Financial Services and Markets Act 2000, as amended from time to time
General Meeting	the general meeting of Egdon convened by the notice set out in Part 11 (<i>Notice of General Meeting</i>) of this Document, including any adjournment thereof
HEYCO Group	each of (i) Petrichor (ii) HEYCO International, Inc. and (iii) HEYCO Energy Group, Inc., and in respect of (ii) and (iii), each of their subsidiaries and subsidiary undertakings from time to time, as the case may be (and where the context permits, each of them);
HMRC	HM Revenue and Customs
holder	a registered holder and includes any person(s) entitled by transmission
Interim Results	the interim results of Egdon for the six months ended 31 January 2023 published 24 April 2023
Latest Practicable Date	close of business on 7 June 2023, being the latest practicable date before publication of this Document
London Stock Exchange	London Stock Exchange plc
Long Stop Date	31 December 2023 or such later date as may be agreed in writing between Petrichor and Egdon (with the Panel's consent and as the Court may allow, if such consent and/or approval is/are required)
Market Abuse Regulation	Regulation (EU) No 596/2014, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018
Meetings	the Court Meeting and the General Meeting
NSTA Condition	the Condition set out in paragraph 3(a) set out in Part 3 (<i>Conditions to the Implementation of the Scheme and to the Acquisition</i>) of this Document
Offer	if the Acquisition is implemented by way of a takeover offer (as that term is defined in section 974 of the Companies Act), the offer to be made by or on behalf of Petrichor, or an associated undertaking thereof, to acquire the entire issued and to be issued ordinary share capital of Egdon including, where the context admits, any subsequent revision, variation, extension or renewal of such offer
Offer Document	if (with the consent of the Panel, as applicable) Petrichor elects to implement the Acquisition by way of the Takeover Offer, the document to be sent to Egdon Shareholders which will contain, <i>inter alia</i> , the terms and conditions of the Takeover Offer
Offer Period	the period commencing on the date of the Announcement and ending on: (a) the earlier of the date on which the Scheme becomes Effective or lapses or is withdrawn (or such other date as the Panel may decide); or (b) the earlier of the date on which the Offer has become or has been declared unconditional as to acceptances or lapses or is withdrawn (or such other date as the Panel may decide), in each case other than where such lapsing or withdrawal is a result of Petrichor exercising its right to implement the Acquisition by way of an Offer

Option	an option to acquire Egdon Shares pursuant to the Option Deeds
Option Deeds	the option deeds entered into by the relevant employees and Egdon
Opening Position Disclosure	has the same meaning as in Rule 8 of the Code
Overseas Shareholders	holders of Scheme Shares who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom
Panel	the UK Panel on Takeovers and Mergers
Petrichor	Petrichor Partners, LP
Petrichor Confidentiality Agreement	the confidentiality agreement entered into between Egdon and Petrichor in relation to the Acquisition dated 15 May 2023
Petrichor Responsible Persons	George Yates, Lauren Yates, Abby Yates, Lindsey Madison and Mauri Hinterlong
Receiving Agent	Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands, B62 8HD
Regulatory Information Service	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements
Registrar of Companies	the registrar of companies in England and Wales
Restricted Jurisdiction	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Egdon Shareholders in that jurisdiction
Sanction Hearing	the hearing of the Court at which Egdon will seek the Court Order and, if such hearing is adjourned, reference to commencement of any such hearing shall mean the commencement of the final adjournment thereof
Scheme Court Hearing	the hearing of the Court to sanction the Scheme under section 899 of the Companies Act, including any adjournment thereof
Scheme Court Order	the order of the Court sanctioning the Scheme under section 899 of the Companies Act
Scheme Document	the document to be dispatched to Egdon Shareholders including the particulars required by section 897 of the Companies Act
Scheme or Scheme of Arrangement	the proposed scheme of arrangement under Part 26 of the Companies Act between Egdon and Scheme Shareholders, as set out in Part 4 (<i>The Scheme of Arrangement</i>) of this Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Petrichor and Egdon
Scheme Record Time	6.00 p.m. on the Business Day immediately prior to the Effective Date, or such later time as Egdon and Petrichor may agree
Scheme Shareholders	holders of Scheme Shares
Scheme Shares	the Egdon Shares: <ul style="list-style-type: none"> (i) in issue at the date of this Document and which remain in issue at the Scheme Record Time;

- (ii) (if any) issued after the date of this Document but before the Voting Record Time and which remain in issue at the Scheme Record Time; and
- (iii) (if any) issued at or after the Voting Record Time but at or before the Scheme Record Time on terms that the holder thereof shall be bound by the Scheme or in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by this Scheme which remain in issue at the Scheme Record Time,

and in each case other than the Excluded Shares

SEC

the US Securities and Exchange Commission

Special Resolution

the special resolution to be proposed and, if thought fit, to be approved at the General Meeting in connection with, among other things, the approval of the Scheme and the alteration of the articles of association of Egdon and such other matters as may be necessary to implement the Scheme and the cancellation of Egdon Shares

subsidiary

has the meaning given in section 1159 of the Companies Act

subsidiary undertaking

has the meaning given in section 1162 of the Companies Act

Takeover Offer

if (with the consent of the Panel, as applicable) Petrichor elects to implement the Acquisition by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Petrichor to acquire the entire issued and to be issued share capital of Egdon (other than those shares already owned by or on behalf of Petrichor) and, where the context admits, any subsequent revision, variation, extension or renewal of such offer

Third Party

any government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction

UK or United Kingdom

the United Kingdom of Great Britain and Northern Ireland

**uncertificated or in
uncertificated form**

a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST

US Exchange Act

the US Securities Exchange Act 1934, as amended

US or United States

the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia

Voting Record Time

6.00 p.m. on the day which is two Business Days prior to the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or the General Meeting is adjourned, 6.00 p.m. on the day which is two Business Days before the date of such adjourned Meeting

VSA Capital

VSA Capital Limited, the financial adviser, joint broker and Rule 3 Adviser to Egdon

Warrant	the warrants for the issue of Egdon Shares at 2.5 pence per Egdon Share as issued pursuant to a Warrant Instrument entered into by Egdon dated 19 August 2021 and amended on 29 May 2023 and the relevant Warrant Certificate
Warrant Holders	the warrant holders who have been issued Warrants pursuant to the Warrant Instrument and Warrant Certificate
Warrant Certificate	the warrant certificates executed by Egdon and issued to each Warrant Holder pursuant to the Warrant Instrument
Warrant Instrument	the deed executed by Egdon governing the issue of Warrants

All references to GBP, pence, Sterling, Pounds, Pounds Sterling, p or £ are to the lawful currency of the United Kingdom. All references to USD, \$, US\$, US dollars, United States dollars and cents are to the lawful currency of the United States of America.

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

All the times referred to in this Document are London times unless otherwise stated.

References to the singular include the plural and vice versa.

PART 10

NOTICE OF COURT MEETING

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF
ENGLAND AND WALES COMPANIES COURT (ChD)**

CR-2023-002611

INSOLVENCY AND COMPANIES COURT JUDGE GREENWOOD

IN THE MATTER OF EGDON RESOURCES PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that by an Order dated 6 June 2023 made in the above matters, the Court has given permission for a meeting (the **"Court Meeting"**) to be convened of the holders of Scheme Shares as at the Voting Record Time (as defined in the Scheme of Arrangement herein after mentioned) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement (the **"Scheme of Arrangement"**) proposed to be made pursuant to Part 26 of the Companies Act 2006 between (i) Egdon Resources plc (the **"Company"** or **"Egdon"**) and (ii) the Scheme Shareholders (as defined in the Scheme of Arrangement) (the **"Scheme"**) and that such meeting will be held at the offices of Norton Rose Fulbright LLP at 3 More London Riverside, London, SE1 2AQ at 10.30 a.m. on 3 July 2023, at which place and time all holders of the Scheme Shares are requested to attend either in person or by proxy.

A copy of the said Scheme of Arrangement and a copy of the explanatory statement required to be furnished pursuant to Part 26 of the Companies Act 2006 are incorporated in the document of which this notice forms part. Words and phrases used in this notice and not defined herein shall have the meaning ascribed to them in the Scheme of Arrangement.

Voting on the resolution to approve the Scheme of Arrangement will be by way of a poll, which shall be conducted as the Chairman of the Court Meeting may determine.

Scheme Shareholders are entitled to attend, speak and vote at the Court Meeting and may vote in person or appoint another person or persons, whether or not a member of the Company, as their proxy or proxies to exercise all or any of their rights to attend, speak and vote at the Court Meeting in their place.

Scheme Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods (online, electronically through CREST, by post or by hand) set out below. Scheme Shareholders are also strongly encouraged to appoint the Chairman of the Court Meeting as their proxy rather than any other named person. This will ensure that their vote will be counted if they (or any other proxy they might otherwise appoint) are not able to attend the Court Meeting.

The return of a completed blue Form of Proxy, the online appointment of a proxy or the submission of a proxy electronically via CREST will not prevent you from attending, raising questions and/or objections and voting at the Court Meeting, or any adjournment thereof, in person if you are entitled to do so. If you choose to attend the Court Meeting in person and vote, any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

(a) Online appointment of proxies

Proxies may be appointed online by logging on to the following website: www.sharegateway.co.uk and completing the authentication requirements. Shareholders will need to use their personal proxy registration code (Activity Code), which is printed on the Form of Proxy, to validate submission of their proxy online. For an electronic proxy appointment to be valid, the appointment must be received by Neville Registrars not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the Court Meeting. Full details of the procedure to be followed to appoint a proxy online are given on the website.

If you are unable to locate your Activity Code or require further assistance, please call Neville Registrars on +44 (0)121 585 1131 or write to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD stating your name and the address to which the hard copy should be sent. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that calls to Neville Registrars may be monitored or recorded and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

(b) Electronic appointment of proxies through CREST

If you hold Egdon Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (or any adjourned Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a **CREST Proxy Instruction**) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (ID: 7RA11) not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the Court Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the blue Form of Proxy may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Egdon may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulation.

(c) Sending blue Forms of Proxy by post or by hand

As an alternative to appointing proxies online or electronically through CREST, Egdon Shareholders may return a blue Form of Proxy for use at the Court Meeting. Instructions for its use are set out on the form. It is requested that the blue Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Receiving Agent, Neville Registrars, either by post or (during normal business hours only) by hand to Neville House, Steelpark Road, Halesowen B62 8HD so as to be received as soon as possible and in any event not later than 10.30 a.m. on 29 June 2023 (or, in the case of an adjournment of the Court Meeting, 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time appointed for the adjourned meeting).

If the blue Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof. However, if the white Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

Voting Record Time

Entitlement to attend, speak and vote at the Court Meeting or any adjournment thereof and the number of votes which may be cast at the Court Meeting will be determined by reference to the register of members of the Company at 6.00 p.m. on 29 June 2023 or, if the Court Meeting is adjourned, 6.00 p.m. on the date which is two Business Days before the date fixed for the adjourned Court Meeting.

Changes to the register of members after the relevant time shall be disregarded in determining the rights of any person to attend, speak and vote at the Court Meeting.

Joint Holders

In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder and for this purpose, seniority will be determined by the order in which the names stand in the register of members of Egdon in respect of the joint holding.

Corporate Representatives

As an alternative to appointing a proxy, any holder of Scheme Shares which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member, provided that they do not do so in relation to the same shares. Only one corporate representative is to be counted in determining whether under section 899(1) of the Companies Act 2006 a majority in number of the Scheme Shareholders approved the Scheme of Arrangement. The Chairman of the Court Meeting may require a corporate representative to produce to the Company's Receiving Agent, Neville Registrars, his or her written authority to attend and vote at the Court Meeting at any time before the start of the Court Meeting. The representative shall not be entitled to exercise the powers conferred on them by the Scheme Shareholder until any such demand has been satisfied.

Nominated Persons

Any person to whom this Notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a **Nominated Person**) does not, in that capacity, have a right to appoint a proxy, such right only being exercisable by shareholders of the Company. However, Nominated Persons may, under agreement with the shareholder who nominated them, have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting.

The Court has appointed Mark Abbot, or failing him, any other Egdon director to act as Chairman of the Court Meeting and has directed the Chairman to report the result of the Court Meeting to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 8 June 2023

NORTON ROSE FULBRIGHT LLP
3 More London Riverside
London SE1 2AQ
Solicitors for the Company

PART 11

NOTICE OF GENERAL MEETING

EGDON RESOURCES PLC

NOTICE IS HEREBY GIVEN that a general meeting of Egdon Resources plc (the **Company**) will be held at the offices of Norton Rose Fulbright LLP at 3 More London Riverside, London SE1 2AQ on 3 July 2023 at 10.45 a.m. (or as soon thereafter as the Court Meeting (as defined in the circular dated 8 June 2023 of which this notice forms part) concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as a special resolution.

SPECIAL RESOLUTION

THAT:

- (A) for the purpose of giving effect to the scheme of arrangement dated 8 June 2023 (the **"Scheme"**) between the Company and the holders of Scheme Shares (as defined in the Scheme), a copy of which has been produced to this meeting and for the purposes of identification signed by the Chairman of this meeting, in its original form or with or subject to any modification, addition, or condition agreed by the Company and Petrichor Partners, LP (Petrichor) and approved or imposed by the High Court of Justice of England and Wales, the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for implementing the Scheme; and
- (B) with effect from the passing of this resolution, the articles of association of the Company be and are hereby amended by the adoption and inclusion of the following new article 176:

"176. SCHEME OF ARRANGEMENT"

176.1 In this article 176, references to the "Scheme" are to the Scheme of Arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme) dated 8 June 2023 (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and Petrichor) and (save as defined in this article) terms defined in the Scheme shall have the same meanings in this article.

176.2 Notwithstanding any other provision of these articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues any Egdon Shares or transfers out of treasury any Egdon Shares (other than to Petrichor, any subsidiary of Petrichor, any parent undertaking of Petrichor or any subsidiary of such parent undertaking, or any nominee of Petrichor (each a **Petrichor Company**)) on or after the date of the adoption of this article 176 and prior to the Scheme Record Time, such Egdon Shares shall be issued, transferred or registered in the name of the relevant person subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original or subsequent holder or holders of such Egdon Shares shall be bound by the Scheme accordingly.

176.3 Notwithstanding any other provision of these articles, subject to the Scheme becoming Effective, any shares issued by the Company, transferred out of treasury or transferred pursuant to article 176.4 below, to any person (other than a Petrichor Company) after the Scheme Record Time (a **New Member**) (each a **Post-Scheme Share**) shall be issued, transferred or registered in the name of the relevant person on terms that they shall (on the Effective Date or, if later, on issue, transfer or registration (but subject to the terms of articles 176.4 and 176.5 below)), be immediately transferred to Petrichor (or such person as it may direct) (the **Purchaser**), who shall be obliged to acquire each Post-Scheme Share in consideration of and conditional upon the payment by or on behalf of Petrichor to the New Member of an amount in cash for each Post-Scheme Share equal to the consideration to which a New Member would have been entitled under the Scheme had such Post-Scheme Share been a Scheme Share.

- 176.4 Any person who is beneficially entitled to shares issued or transferred to a New Member (other than, for the avoidance of doubt, a person who becomes beneficially entitled to shares by virtue of a transfer pursuant to this article 176.4) may, prior to the issue or transfer of Post-Scheme Shares to the New Member pursuant to the exercise of an option under the Egdon Share Plan or exercise of a Warrant pursuant to the Warrant Instrument and relevant Warrant Certificate, give, give not less than two business days' written notice to the Company in such manner as the Board shall prescribe of his or her intention to transfer the beneficial ownership of some or all of such Post-Scheme Shares to his or her spouse or civil partner and may, if such notice has been validly given, on or before such Post-Scheme Shares being issued or transferred to the New Member, immediately transfer to his or her spouse or civil partner beneficial ownership of any such Post-Scheme Shares, provided that such Post-Scheme Shares (including both legal and beneficial ownership thereof) will then be immediately transferred to the Purchaser pursuant to article 176.3 above. If notice has been validly given pursuant to this article 176.4 but the beneficial owner does not immediately transfer to his or her spouse or civil partner both the legal and beneficial ownership of the Post-Scheme Shares in respect of which notice was given, such legal and beneficial ownership will be transferred to the Purchaser pursuant to article 176.3 above. If notice is not given pursuant to this article 176.4 both the legal and beneficial ownership of the Post-Scheme Shares will be immediately transferred to the Purchaser pursuant to article 176.3 above.
- 176.5 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Post-Scheme Share to be paid under article 176.3 shall be adjusted by the Company in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this article 176 to such shares shall, following such adjustment, be construed accordingly.
- 176.6 To give effect to any transfer of Post-Scheme Shares required pursuant to article 176.3, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to the Purchaser and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to article 176.3 above by sending a cheque drawn on a UK clearing bank in favour of the New Member (or any subsequent holder), or by any alternative method communicated by the Purchaser to the New Member, for the purchase price of such Post-Scheme Shares no later than 14 days after the date on which the Post-Scheme Shares are issued to the New Member.
- 176.7 If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) section 6(B) of the Scheme, this article 176 shall cease to be of any effect.
- 176.8 Notwithstanding any other provision of these articles, both the Company and the Board shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser and/or its nominee(s) pursuant to the Scheme."

By Order of the Board
Egdon Resources plc
8 June 2023

Egdon Resources plc
Blackstable House Longridge
Sheepscombe
Stroud, Gloucestershire
England
GL6 7QX

*Incorporated in England and
Wales with registered number 06409716*

Notes:

The following notes explain your general rights as a shareholder and your right to attend and vote at the General Meeting or to appoint someone else to vote on your behalf.

1. Entitlement to attend and vote

Pursuant to Regulation 41(1) of the Uncertificated Securities Regulations 2001 (as amended), the Company has specified that only those Egdon Shareholders registered on the register of members of the Company at 6.00 p.m. on 29 June 2023 (the **Voting Record Time**) (or, if the meeting is adjourned to a time more than 48 hours after the Voting Record Time, by 6.00 p.m. on the day which is two days prior to the time of the adjourned meeting) shall be entitled to attend and vote (either in person or by proxy) at the General Meeting in respect of the number of shares registered in their name at that time. If the General Meeting is adjourned to a time not more than 48 hours after the Voting Record Time, that time will also apply for the purpose of determining the entitlement of members to attend and vote (and for the purpose of determining the number of votes they may cast) at the adjourned meeting. Changes to the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the meeting.

2. Appointment of proxies

A member entitled to attend and vote at the General Meeting may appoint one or more proxies to exercise all or any of the member's rights to attend, submit questions and, on a poll, to vote, instead of him or her. A proxy need not be a member of the Company but must attend the General Meeting for the member's vote to be counted. If a member appoints more than one proxy to attend the General Meeting, each proxy must be appointed to exercise the rights attached to a different share or shares held by the member.

Egdon Shareholders are encouraged to submit proxy appointments and instructions for the General Meeting as soon as possible, using any of the methods (online, electronically through CREST, by post or by hand) set out below. Egdon Shareholders are also strongly encouraged to appoint the Chairman of the General Meeting as their proxy rather than any other named person. This will ensure that their vote will be counted if they (or any other proxy they might otherwise appoint) are not able to attend the General Meeting.

The return of a completed Form of Proxy, the online appointment of a proxy or the submission of a proxy electronically via CREST will not prevent you from attending, speaking and voting at the General Meeting, or any adjournment thereof, in person if you are entitled to do so. If you choose to attend the Court Meeting and/or the General Meeting in person and vote, any vote(s) submitted by your proxy(ies) in respect of the same Egdon Shares will be invalid.

(a) **Online appointment of proxies**

Proxies may be appointed online by logging on to the following website: www.sharegateway.co.uk and completing the authentication requirements. Shareholders will need to use their personal proxy registration code (Activity Code), which is printed on the Form of Proxy, to validate submission of their proxy online. For an electronic proxy appointment to be valid, the appointment must be received by Neville Registrars not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the relevant Meeting or any adjournment thereof. Full details of the procedure to be followed to appoint a proxy online are given on the website.

If you are unable to locate your Activity Code or require further assistance, please call Neville Registrars on +44 (0)121 585 1131 or write to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD, stating your name, and the address to which the hard copy should be sent. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that calls to Neville Registrars may be monitored or recorded and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

(b) **Electronic appointment of proxies through CREST**

If you hold Egdon Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (or any adjourned Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part 10 (Notice of Court Meeting) and Part 11 (Notice of General Meeting) of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a **CREST Proxy Instruction**) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (ID: 7RA11) not later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the General Meeting or any adjournment thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the blue Form of Proxy may be handed to the Chairman of the Court Meeting (or a representative of Neville Registrars at the Court Meeting on behalf of the Chairman) any time prior to the commencement of the Court Meeting or any adjournment thereof.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For further information on the logistics of submitting

messages in CREST, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Egdon may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulation.

(c) ***Sending white Forms of Proxy by post or by hand***

As an alternative to appointing proxies online or electronically through CREST, Egdon Shareholders may request a white Form of Proxy for use at the General Meeting. Instructions for its use are set out on the form. It is requested that the white Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Company's Receiving Agent, Neville Registrars, either by post or (during normal business hours only) by hand to Neville Registrars, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD so as to be received as soon as possible and in any event not later than 10.45 a.m. on 29 June 2023 (or, in the case of an adjournment of the General Meeting, 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time appointed for the adjourned meeting).

If the white Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

3 Joint holders

In the case of joint holders, the vote of the senior who tenders a vote will be accepted to the exclusion of the vote(s) of the other joint holder(s). Seniority shall be determined by the order in which the names of the joint holders stand in the Company's register of members in respect of the joint holding.

4 Corporate representatives

Any corporation which is a shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers, provided that if two or more representatives purport to vote in respect of the same shares: if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and in other cases, the power is treated as not exercised.

5 Votes to be taken by a poll and results

At the General Meeting voting on the Special Resolution will be by poll. The results of the poll will be announced through a Regulatory Information Service and published on the Company's website as soon as reasonably practicable following the conclusion of the General Meeting.

6 Nominated persons

Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a Nominated Person) may, under an agreement between him/her and the shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights.

The statement of the rights of shareholders in relation to the appointment of proxies in section 3 above does not apply to Nominated Persons. The rights described in that section can only be exercised by shareholders of the Company.

7 Website providing information regarding the General Meeting

Information regarding the General Meeting, including information required by section 311A of the Companies Act 2006, and a copy of this Notice may be found on our website at: www.egdon-resources.com/investors-2/disclaimer.

8 Issued share capital and total voting rights

As at 7 June 2023 (being the latest practicable date prior to the publication of this notice) the Company's issued share capital consisted of 544,233,031 ordinary shares of 1 pence each, carrying one vote each and 1,195,087,887 deferred shares of 1 pence each which do not confer any right to vote. Therefore, the total voting rights in the Company as at 7 June 2023 were 544,233,031 votes.

9 Further questions and communication

Under section 319(a) of the Companies Act 2006, any shareholder attending the General Meeting has the right to ask questions. As set out above, Egdon Shareholders will be permitted to submit questions either in person or by proxy, to the Egdon Directors during the course of the General Meeting. The Chairman of the General Meeting will ensure that all such questions relating to the formal business of the General Meeting are addressed during the General Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair's discretion, otherwise be undesirable in the interests of the Company or the good order of the General Meeting.

Egdon Shareholders who have any queries about the General Meeting should contact the Shareholder Helpline operated by Neville Registrars, on +44 (0) 121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Neville Registrars calls may be monitored or recorded, and Neville Registrars cannot provide advice on the merits of the Acquisition or the Scheme or give any financial, legal or tax advice.

Egdon Shareholders may not use any electronic address or fax number provided in this Notice or in any related documents to communicate with the Company for any purpose other than those expressly stated. Any electronic communications, including the lodgement of any electronic proxy form, received by the Company, or its agents, that is found to contain any virus will not be accepted.

