

Company Number: 02550984

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF THE SOLE MEMBER
of
NEW ERA OIL (U.K.) LIMITED
(the *Company*)

Circulation date: 15 February 2024

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COMPANIES HOUSE

We, the undersigned, being the sole member of the Company who at the circulation date indicated above are entitled to receive notice of and to attend and vote at a general meeting of the Company, hereby **RESOLVE** and agree that the resolutions below are passed as special resolutions and ordinary resolutions (the **Resolutions**), pursuant to and in accordance with Chapter 2 of Part 13 of the Companies Act 2006 and the Resolutions shall be for all purposes valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

For the purpose of the Resolutions, capitalised terms used but not otherwise defined shall have the meaning given in the draft written resolutions of the directors of the Company appended as Appendix A hereto.

SPECIAL RESOLUTIONS

THAT the articles of association of the Company be amended by inserting a new Article as follows:

“16 Notwithstanding anything contained in these Articles:

- (a) the Directors of the Company shall not decline to register any transfer of shares in the Company, nor may they suspend any registration thereof, where that transfer is:
 - (i) to a Secured Party;
 - (ii) delivered to the Company for registration by a Secured Party in order to perfect its security over the shares; or
 - (iii) executed by a Secured Party pursuant to the power of sale or other power existing under such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company (or proposed transferor of those shares) to a Secured Party and no Secured Party shall (in either such case) be required to offer the shares which are or are to be the subject of any such transfer to the member for the time being of the Company or any of them, and no such member shall have any right under these Articles or otherwise to require such shares to be transferred to them whether for consideration or otherwise; and

- (b) the Company and the Directors shall not be entitled to exercise any lien which the Company has in respect of shares held by a Secured Party.

For the purposes of this Article, **Secured Party** means a bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to which a security interest (including by way of mortgage or charge) has been granted over shares in the Company and any affiliate of any such person, an agent or trustee acting for any such person or such affiliate, or a nominee of any of the foregoing (and a certificate from the Secured Party that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts)."

ORDINARY RESOLUTIONS

2. **THAT** it would be for the benefit of the members as a whole that the Company enters into and/or performs its obligations under:

- (a) the Facility Agreement;
- (b) the RFA Amendment and Restatement Agreement;
- (c) the Overdraft Facility
- (d) the Debenture;
- (e) the Guarantee; and
- (f) the formalities certificate to be delivered to the Lender by a director of the Company,

as applicable, and any further documents (including but not limited to any security documents), deeds, instruments, agreements, shareholder resolutions, powers of attorney, notices, requests, acknowledgments, memoranda, statements, instructions or certificates (including but not limited to any utilisation requests, drawdown requests, selection notices, director's/formalities certificates or intra-group loan agreements) as may be ancillary, necessary, desirable, required or requested in connection with the documents listed at (a) to (f) (inclusive) above and/or in connection with the financings contemplated by the Facility Agreement, the RFA Amendment and Restatement Agreement and the Overdraft Facility (the **Financings**),

(the documents referred to in this paragraph being, the **Documents** and each a **Document**).

3. **THAT** the terms of, and transactions contemplated by, and the execution and delivery (as applicable) by the Company of, the Documents to which the Company is a party and the performance by the Company of its obligations thereunder be and are hereby approved, in each case, in the form produced to the sole member with such amendments thereto as any director of the Company may in their absolute discretion approve.

4. **THAT** notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors, the authorising of:

- (a) each director of the Company (each an **Authorised Signatory**) (or in the case of a deed, any two Authorised Signatories or an Authorised Signatory in the presence of a witness who attests the signature) to approve the terms of, and transactions contemplated by, the Documents and to execute and deliver (as applicable), on behalf of the Company, the Documents (as a deed or otherwise) to which it is a party, in the form produced to the meeting, with any amendments that the Authorised Signatory may approve be and is hereby approved; and

(b) each Authorised Signatory:

- (i) to sign and/or despatch on behalf of the Company all documents and notices to be signed and/or despatched by the Company in connection with the Documents and the Financings; and
- (ii) to do all other acts and things that the Authorised Signatory may consider necessary or desirable in connection with the Documents and the Financings,

subject in each case to such amendments, amendments and restatements, supplements, modifications, renewals, replacements, substitutions and extensions that the Authorised Signatory may approve, be and is hereby approved.

- 5. **THAT** the directors are instructed and authorised to take any action in connection with the negotiation, execution, delivery and performance of the Documents as they shall deem necessary or appropriate.
- 6. **THAT** the provision of any guarantee and/or security by the Company pursuant to the terms of the Documents and the entry by the Company into the Documents to which it is a party and the performance of the transactions contemplated thereby will promote the success of the Company for the benefit of its members as a whole, and be to the further benefit and advantage of the Company.
- 7. **THAT** any act done or document executed pursuant to the foregoing resolutions shall be valid, effective and binding on the Company notwithstanding any limitation on the powers of the directors of the Company contained in or incorporated by reference in the Company's articles of association (such limitation being hereby suspended, waived, relaxed or abrogated to the extent requisite to give effect to the foregoing resolutions).
- 8. **THAT** any step taken or act done by any Authorised Signatory in connection with the Documents or the Financings, including but not limited to any steps and acts listed in the Resolutions, prior to the circulation date of the Resolutions be approved, authorised and ratified.

Agreement:

We, being the sole eligible member of the Company (as defined in section 289 of the Companies Act 2006) in respect of the Resolutions, agree that the Resolutions be so passed.

DocuSigned by:



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Signed by an authorised signatory for and on behalf of **New Era Oil (Holdings) Limited**

15 February 2024

Dated

Important

To signify your agreement to the Resolutions, you must:

- sign this document where indicated above;
- return the signed document to the Company using one of the following methods:
 - deliver it by hand or send it by post to the Company's registered office; or
 - attach a scanned copy of the signed document to an email, enter "Written Resolution – Project BGP" in the subject line and send it to lcsmurray@willkie.com.

If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.

Unless, by the date falling 28 days after (and including) the circulation date indicated above, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

Note: Once given, your agreement may not be revoked.