

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

SAVANNAH ENERGY NIGERIA MIDSTREAM LIMITED

(Company number 11685648) (the “Company”)

In accordance with Sections 288 of the Companies Act 2006, we, the sole member of the Company who at the date of circulation of this resolution would be entitled to vote on this special resolution, declare that the following resolution shall have effect as if passed by the Company in general meeting as a special resolution and accordingly we resolve:

Written Resolution


THAT:

- 1 it being for the commercial benefit of the Company, the Company enter into each of the following:
 - 1.1 a bridge facility agreement to be entered into between the Savannah Energy plc as borrower (the “**Borrower**”), the Company as guarantor and Vitol Finance B.V. as lender (the “**Lender**”) amongst others, (the “**Bridge Facility Agreement**”), containing a guarantee by the Company in favour of the Lender in respect of the obligations of the Borrower under or pursuant to the Bridge Facility Agreement;
 - 1.2 a debenture to be granted by the Company in security for its obligations to the Lender; and
 - 1.3 a certificate to be given by a director of the Company in connection with certain matters relating to the Bridge Facility Agreement, in the form required pursuant to the Bridge Facility Agreement (the “**Director’s Certificate**”),

(the “**Finance Documents**”)
- 2 that any director or any authorised signatory of the Company in the presence of a witness where required or, any two, be and are hereby authorised to execute (and execute as deeds, where appropriate) the Finance Documents on behalf of the Company;
- 3 that any director, either alone or with another director, be and is hereby authorised on behalf of the Company, to execute the Director’s Certificate, and execute and do all such other deeds, documents and things as they may consider expedient in connection with the execution or performance by the Company of the Facilities Agreement, any of the Finance Documents and any other agreement or document as is referred to above; and
- 4 the Articles of Association of the Company be altered by inserting the following new Article 9A:

“Protection of Secured Institution

- 9A.1 Notwithstanding anything to the contrary contained in these Articles, any lien on Shares (whether paid or unpaid Shares) which the Company has shall not apply in respect of any Shares which have been pledged, assigned or charged by way of security to a bank, other lending institution or any other person or entity whether as agent and/or security trustee for a group of banks or lending institutions or any other persons or entities or otherwise, or to any nominee, successor, permitted assignee or any transferee of such a bank, lending institution or any other person or entity (a **“Secured Institution”**).
- 9A.2 Notwithstanding anything to the contrary contained in these Articles, and without prejudice to any restrictions required by law or statute, where any mortgage, pledge, assignation in security, charge or other security interest (**“Security”**) has been granted to a Secured Institution by any Shareholder, the Directors shall not decline to register, or suspend or delay registration of, any transfer of such Shares if that transfer:
- 9A.2.1 is executed by or on behalf of that Shareholder in favour of the Secured Institution or its nominee pursuant to the Security;
 - 9A.2.2 is executed by the Secured Institution or its nominee pursuant to the power of sale or other power under the Security;
 - 9A.2.3 is executed by a receiver appointed by or on behalf of the Secured Institution or its nominee, under the Security; or
 - 9A.2.4 is executed by any insolvency practitioner in the course of selling those Shares.
- 9A.3 Notwithstanding anything to the contrary contained in these Articles:
- 9A.3.1 no transferor of any Shares or proposed transferor of any Shares to a Secured Institution or its nominee;
 - 9A.3.2 no Secured Institution or its nominee;
 - 9A.3.3 no receiver appointed by or on behalf of a Secured Institution or its nominee; and
 - 9A.3.4 no insolvency practitioner in the course of selling any Shares,
- shall be required to offer any Shares which are or are to be the subject of any transfer to, or obtain the consent to any such transfer from, the Shareholders for the time being of the Company, or any of them, and no such Shareholder shall have any right under these Articles or otherwise howsoever, to require such Shares to be transferred to them whether for consideration or not.”

DocuSigned by:
 *Andrew Allister Knott*
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12 August 2021

Savannah Energy plc

Date

STATEMENT TO MEMBERS

in respect of

MEMBERS' WRITTEN RESOLUTION

In order for the attached members' written resolution of Savannah Energy Nigeria Midstream Limited (the "**Company**") to be adopted as a special resolution of the Company, that resolution must be approved by members holding in aggregate not less than 75% of the total voting rights exercisable by members of the Company in general meeting.

Members may signify their approval of the written resolution by delivering to the Company an authenticated document (in hard copy or electronic form) identifying the resolution and indicating agreement to its terms. It is therefore not necessary to physically sign it. However, signing the written resolution in the space above the member's name is a valid and effective method of signifying approval.

In order for the resolution to be agreed, the requisite number of votes in favour must be received by the Company on or before the date falling 28 days from the circulation date of this statement.

Circulation Date: 12 August 2021