

**Resolution adopted by the Extraordinary General Meeting of Serinus Energy plc  
which was held on 1 May 2025  
and voting results**

**Special Resolution**

THAT:

- (A) for the purpose of giving effect to the Scheme between the Company and the holders of the Scheme Shares, the terms of which are set out in full in Part IV (*The Scheme of Arrangement*) of the Document, in its original form or with or subject to any modification, addition, or condition agreed by the Company and Xtellus and approved or imposed by the Court, 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 carrying the Scheme into effect; 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 143:

**“143. Scheme of Arrangement**

143.1 In this Article 143, the **Scheme** means the scheme of arrangement dated 7 April 2025 (as amended or supplemented), between the Company and the holders of its Scheme Shares (as defined in the Scheme) under Article 125 of the Companies Law and as approved by the holders of the Scheme Shares at the meeting convened by the Court (as defined in the Scheme) and as may be modified or amended in accordance with its terms, and (save as defined in this Article), expressions defined in the Scheme shall have the same meanings in this Article.

143.2 Notwithstanding any other provision of these Articles or the terms of any resolution, whether ordinary or special passed by the Company, if the Company issues any shares (other than to Xtellus Capital Partners, Inc. (**Xtellus**) or any subsidiary of Xtellus, any parent undertaking of Xtellus or any subsidiary of such parent undertaking, or any nominee of Xtellus (each a **Xtellus Company**)) on or after the date of adoption of this Article and before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme and shall be Scheme Shares for the purposes thereof and the new member, and any subsequent holder of such shares (other than Xtellus, a Xtellus Company and/or its nominee or nominees), shall be bound by the Scheme accordingly. For the purposes of this Article 143.2, the terms **subsidiary** and **parent undertaking** have the meaning given in the Act.

143.3 Notwithstanding any other provision of these Articles, subject to the Scheme becoming Effective (as defined in the Scheme), if any shares are issued to any person (other than a Xtellus Company) (a **New Member**) on or after the Scheme Record Time (as defined in the Scheme) (the **Post-Scheme Shares**), such Post-Scheme Shares shall, subject to the Scheme becoming Effective, be immediately transferred to Xtellus (or such person as Xtellus may direct) (the **Purchaser**) in consideration of the payment to the New Member of an amount in cash for each Post-Scheme Share equal to the cash consideration which such New Member would have been entitled to receive for each Post-Scheme Share pursuant to the Scheme had such Post-Scheme Share been a Scheme Share (as applicable, after deduction of any tax and social security contributions their employer or any other company is required to withhold or account for in respect of either that consideration or the issue or transfer of the shares to the New Member).

143.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Effective Date, the value of the consideration per Post-Scheme Share to be paid under Article 143.3 above shall be adjusted by the Board in such manner as the auditors of the Company may determine to be fair and reasonable to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly.

143.5 To give effect to any transfer of Post-Scheme Shares required by this Article, the Company may appoint any person as attorney (under the Powers of Attorney (Jersey) Law 1995, and on the basis that

any such appointment shall be irrevocable for a period of one year from the date upon which such New Member is issued the Post-Scheme Shares for that New Member) and/or agent for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member to transfer the Post-Scheme Shares to the Purchaser or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser or its nominee(s) 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 (or any subsequent holder or any nominee of such New Member or any such subsequent holder) shall not thereafter (except to the extent that such 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 or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser or its nominee(s) and the Company may give a good receipt for the purchase price of the Post-Scheme Shares and may register the Purchaser or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the Post-Scheme Shares. The Purchaser shall send a cheque drawn on a UK clearing bank (or shall procure that such a cheque is sent) in favour of the New Member (or the relevant transferee or nominee) for the purchase price of each Post-Scheme Share within 14 days of the time on which such Post-Scheme Shares are issued to the New Member.

143.6 If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 8(b) of the Scheme (or such later date, if any, as Xtellus and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this Article 143 shall be of no effect.

143.7 Notwithstanding any other provision of these Articles, neither the Company nor the Board shall 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.”

Number of shares under which valid votes were cast:	98 520 830
Percentage share of the above shares in the share capital:	65.20%
Total number of valid votes:	98 520 830

number of votes “for”:	number of votes “against”:	number of votes “withheld”:
90 384 823	8 136 007	0