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If you have sold or otherwise transferred all of your Ordinary Shares in Egdon Resources plc, please immediately forward this document, together with the accompanying documents, to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. If you have sold only part of your holding of Ordinary Shares, please contact immediately your stockbroker, bank or other agent through whom the sale or transfer was effected. However, this document and the accompanying Form of Proxy should not be sent or transmitted in or into, any jurisdiction where to do so might constitute a violation of local securities law or regulations including, but not limited to, the United States, Canada, Japan, Australia or the Republic of South Africa.

This document is not a prospectus for the purposes of the Prospectus Rules and has not been prepared in accordance with the Prospectus Rules. Accordingly, this document has not been, and will not be, reviewed or approved by the Financial Conduct Authority of the United Kingdom (FCA), pursuant to sections 85 and 87 of FSMA, the London Stock Exchange or any other authority or regulatory body.



Egdon Resources plc

(Incorporated and registered in England and Wales under the Companies Act 1985 with registered number 06409716)

Issue of 8 per cent. unsecured Convertible Loan Notes Approval of waiver of obligations under Rule 9 of the Takeover Code and Notice of General Meeting

Financial Adviser and Joint Broker



VSA Capital Limited

Your attention is drawn to the letter from the Chairman which is set out on pages 9 to 16 (inclusive) of this Document and which, amongst other things, recommends you vote in favour of the Resolutions to be proposed at the General Meeting referred to below.

Notice of the General Meeting, to be held at the offices of Egdon Resources plc at The Wheat House, 98 High Street, Odiham, Hampshire RG29 1LP, at 10.00 a.m. on 22 January 2021, is set out at the end of this document. The accompanying Form of Proxy for use in connection with the General Meeting should be completed, signed and returned as soon as possible and, in any event, so as to reach the Company's Registrar, Link Group, by not later than 10.00 a.m. on 20 January 2021. Where a Shareholder is experiencing issues posting their completed and signed Form of Proxy to the Company's Registrar, they may email a scan of the completed and signed Form of Proxy to the Company's email address, info@egdon-resources.com, by no later than 9.00 a.m. on 20 January 2021 with the subject "VOTING" and the Company will endeavour to ensure that these votes are included in the poll. Completion and return of Forms of Proxy would not normally preclude Shareholders from attending and voting at the General Meeting should they so wish.

However, the Company notes the guidance issued by the UK government restricting social gatherings in view of the ongoing COVID-19 pandemic and the fact that, if such guidance remains in place on the date of the General Meeting, as seems likely, shareholders will be prohibited from attending the General Meeting. Given the current guidance the Company requests that shareholders do not attend the General Meeting but instead appoint the chairman of the General Meeting as a proxy to ensure their vote is recognised and provide voting instructions in advance of the General Meeting. Other named proxies will not be allowed to attend the General Meeting and their votes will not be counted.

As shareholders will be unable to vote in person at the meeting, they are strongly encouraged to use their proxy vote. The deadline for submission of proxy votes is 10.00 a.m. on 20 January 2021.

The Company is taking these precautionary measures to safeguard its shareholders' and employees' health and make the General Meeting as safe and efficient as possible. The Company will update shareholders, as necessary, via a Regulatory Information Service.

Shareholders who hold their Existing Ordinary Shares in uncertificated form in CREST may alternatively use the CREST Proxy Voting Service in accordance with the procedures set out in the CREST Manual as explained in the notes accompanying the Notice of General Meeting at the end of this Document. Proxies submitted via CREST must be received by the issuer's agent (ID RA10) by no later than 10.00 a.m. on 20 January 2021 (or, if the General Meeting is adjourned, 48 hours (excluding any part of a day that is not a work day) before the time fixed for the adjourned meeting).

Any person entitled to receive a copy of documents and information relating to the Rule 9 Waivers, including this Document, is entitled to receive such documents in hard copy form. Such person may request that all future documents and information in relation to the Rule 9 Waivers are sent to them in hard copy form. You may request a hard copy of this Document and/or any information incorporated into this Document by reference to another source by contacting the Company at The Wheat House, 98 High Street, Odiham, Hampshire, RG29 1LP or +44 (0) 125 670 2292.

VSA Capital Limited, which is a member of the London Stock Exchange and is authorised and regulated by the Financial Conduct Authority, is acting as Financial Adviser and Broker to the Company in connection with the Whitewash and is not acting for any other person and will not be responsible to any person other than the Company for providing the protections afforded to clients of VSA Capital Limited.

VSA Capital Limited have not authorised the contents of this Document and no representation or warranty, express or implied, is made by VSA Capital Limited as to the accuracy or contents of this Document or the opinions contained therein, without limiting the statutory rights of any person to whom this Document is issued. The information contained in this Document is not intended to inform or be relied upon by any subsequent purchasers of Ordinary Shares (whether on or off exchange) and accordingly no duty of care is accepted by VSA Capital Limited in relation to them.

The Directors accept responsibility for the information contained in this Document relating to the recommendation in respect of the Resolutions set out in paragraph 12 of Part I of this Document.

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DIRECTORS AND ADVISERS

Directors

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

all of:

The Wheat House
98 High Street
Odiham
Hampshire
RG29 1LP

Company Secretary

Walter Roberts

Financial Adviser and Joint Broker

VSA Capital Limited
New Liverpool House
15-17 Eldon Street
London
EC2M 7LD

Nominated Adviser and Joint Broker

WH Ireland Limited
24 Martin Lane
London
EC4R 0DR

Legal Advisers to the Company

Norton Rose Fulbright LLP
3 More London Riverside
London
SE1 2AQ

Registrars

Link Group
The Registry
34 Beckenham Road
Beckenham
Kent
BR3 4TU

DEFINITIONS

The following definitions apply throughout this Document unless the context otherwise requires:

Act	means the Companies Act 2006 (as amended)
AIM	means the market of that name operated by the London Stock Exchange
AIM Rules for Companies	means the AIM Rules for Companies, as published and amended from time to time by the London Stock Exchange
AIM Rules for Nominated Advisers	means the rules for nominated advisers to AIM companies, as published and amended from time to time by the London Stock Exchange
Articles	means the existing articles of association of the Company as at the date of this Document
Board	means the board of directors of the Company from time to time
boe	means barrel of oil equivalent
boepd	means barrel of oil equivalent per day
Business Day	means any day (excluding Saturdays and Sundays) on which banks are open in London for normal banking business and the London Stock Exchange is open for trading
Company or Egdon	means Egdon Resources plc
Concert Party	means HEYCO, HINT, Petrichor, Jalapeño and Petrichor Partners (and its limited partners)
Connected Persons	has the meaning set out in section 252 and section 254 of the Act and includes spouse, children under 18 and any company in which the relevant person is interested in shares comprising at least one-fifth of the share capital of that company
Conversion Price	means 1.55 pence
Conversion Shares	means the new Ordinary Shares to be issued on conversion of the Convertible Loan Notes including on the capitalisation of any interest payable on the Convertible Loan Notes
Convertible Loan Notes	means the £1,051,035 nominal 8 per cent. unsecured convertible loan notes that may be issued to Petrichor Partners and Jalapeño pursuant to the Subscription Agreement and the Convertible Loan Note Instrument
Convertible Loan Note Holder	means a holder of a Convertible Loan Note
Convertible Loan Note Instrument	means the instrument constituting the Convertible Loan Notes in the agreed form, execution of which by the Company is conditional upon the Resolutions set out in the Notice of GM being passed by Shareholders at the General Meeting
Directors	means the directors of the Company at the date of this Document whose names are set out on page 4 of this Document
Disclosure Date	means 5 January 2021

Document	this document
Enlarged Ordinary Share Capital	the Existing Ordinary Shares and the Conversion Shares
Existing Ordinary Shares	the existing 328,315,625 Ordinary Shares in issue as at the date of this Document
FCA	means the Financial Conduct Authority of the United Kingdom
Form of Proxy	means the form of proxy accompanying this Document for use at the GM
FSMA	means the Financial Services and Markets Act 2000 (as amended)
GM or General Meeting	means the general meeting of the Company convened for 10.00 a.m. at the offices of Egdon Resources plc at The Wheat House, 98 High Street, Odiham, Hampshire RG29 1LP on 22 January 2021 by the Notice of GM and any adjournment thereof
Group	means the Company and its subsidiaries and subsidiary undertakings
HEYCO	means HEYCO Energy Group, Inc.
HINT	means HEYCO International Inc.
Independent Shareholders	means Shareholders who are eligible to vote on the Whitewash Resolution, being shareholders other than HEYCO, HINT, Petrichor, Jalapeño or Petrichor Partners (and its limited partners)
Interest Rate	8 per cent. per annum
issued share capital	means, except where stated to the contrary, the issued share capital of the Company excluding treasury shares
LSE or London Stock Exchange	means London Stock Exchange plc
Jalapeño	means Jalapeño Corporation
Link Group	a trading name of Link Group
London Stock Exchange	means London Stock Exchange plc
Money Laundering Regulations	means The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017
Notice of GM	means the notice of the GM set out at the end of this Document
Official List	means the Official List of the FCA
Ordinary Shares	means the issued ordinary shares of 1p each in the capital of the Company
Panel or Takeover Panel	mean the Panel on Takeovers and Mergers
PEDL	means the United Kingdom onshore petroleum exploration and development licence
Petrichor	means Petrichor Holdings Coöperatief U.A., a wholly owned subsidiary of HEYCO
Petrichor Partners	means Petrichor Partners, LP

Premier	means Premier Oil plc
Proposals	means the issue of the Convertible Loan Notes and the Rule 9 Waiver
Prospectus Rules	means the rules made by the FCA under Part VI of FSMA in relation to offers of transferable securities to the public and admission of transferable securities to trading on a regulated market
Redemption Date	means the date falling 12 (twelve) months from the date of issue of the Convertible Loan Notes
Registrar	means Link Group, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU
Relationship Agreement	has the meaning given to that term in paragraph 5.3 of Part II of this Document
Resolution Prospect	means the Resolution Gas Discovery field held under licence P1929
Rule 9	means Rule 9 of the Takeover Code
Rule 9 Waiver	means the waiver by the Panel of any requirement under Rule 9 of the Takeover Code for the Concert Party to make a general offer to Shareholders for the Company which would otherwise arise as a result of the issue of the Conversion Shares to Petrichor Partners and Jalapeño on conversion of the Convertible Loan Notes and/or on the capitalisation of any interest due on the Convertible Loan Notes
Shareholders	means holders of Existing Ordinary Shares
Subscription Agreement	means the subscription agreements dated 6 January 2021 entered into by the Company and Petrichor Partners and Jalapeño in relation to the subscription for the Convertible Loan Notes, as described further in paragraph 5.1 of Part II of this Document
Subsidiary	means a subsidiary undertaking as that term is defined in the Act
Takeover Code or Code	means the City Code on Takeovers and Mergers
Underwriting Agreement	means the agreement dated 15 May 2019, entered into by Petrichor and the Company in respect of the underwriting of the open offer
United Kingdom or UK	means the United Kingdom of Great Britain and Northern Ireland
£ or Pounds	means UK pounds sterling, being the lawful currency of the United Kingdom
US Securities Act	means the United States Securities Act of 1933, (as amended).
VSA	means VSA Capital Limited of New Liverpool House, 15-17 Eldon Street, London EC2M 7LD, the financial adviser and joint broker to the Company
WH Ireland	means WH Ireland Limited of 24 Martin Lane, London EC4R 0DR, the nominated adviser and joint broker to the Company
Whitewash Resolution	means resolution 1 to be proposed at the General Meeting as set out in the Notice of GM

MARKET STATISTICS

Principal amount of the Convertible Loan Notes to be issued to Petrichor Partners and Jalapeño	£1,051,035
Estimated net proceeds of the Convertible Loan Notes	£975,000
Number of Existing Ordinary Shares	328,315,625
Conversion Price per Ordinary Share under the Convertible Loan Notes	1.55 pence
Conversion Shares to be issued to Petrichor Partners and Jalapeño on conversion of the Convertible Loan Notes*	73,233,406
Enlarged Ordinary Share Capital*	401,549,031
Percentage of the Enlarged Ordinary Share Capital to be held by the Concert Party*	46.04 per cent.

* Assumes that all issued Convertible Loan Notes are converted and that all interest payments which will accrue on the Convertible Loan Notes will be capitalised into Ordinary Shares at the Conversion Price.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of the Proposals	6 January 2021
Publication and posting of this Document	6 January 2021
Record Date for voting at the General Meeting	Close of business on 20 January 2021
Latest time and date for receipt of Forms of Proxy or CREST Proxy Instructions (as applicable) for the General Meeting	10.00 a.m. on 20 January 2021
General Meeting	10.00 a.m. on 22 January 2021
Announcement of the result of the General Meeting	22 January 2021
Issue of the Convertible Loan Note Certificates	on or around 26 January 2021

Notes

1. Each of the times and dates set out in the above timetable and mentioned in this Document is based on the Company's current expectations and subject to change by the Company (with the agreement of VSA), in which event details of the new times and dates will be notified to the London Stock Exchange, where required, and the Company will make an appropriate announcement to a Regulatory Information Service
2. References to times in this Document are to London times unless otherwise stated

PART I

LETTER FROM THE CHAIRMAN

Egdon Resources plc

(Incorporated and registered in England and Wales under the Companies Act 1985 with registered number 06409716)

Directors:

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

Registered Office:

The Wheat House
98 High Street
Odiham
Hampshire
RG29 1LP

To the holders of Ordinary Shares and, for information purposes, to the holders of options of Ordinary Shares

Dear Shareholder

6 January 2021

Issue of 8 per cent. unsecured Convertible Loan Notes
Approval of waiver of obligations under Rule 9 of the Takeover Code
and
Notice of General Meeting

1. Introduction

On 6 January 2021, the Company announced that Petrichor Partners, LP (“**Petrichor Partners**”) and Jalapeño Corporation (“**Jalapeño**”) had agreed, subject to certain terms and conditions, to subscribe for a total of £1,051,035 Convertible Loan Notes pursuant to a Subscription Agreement and Convertible Loan Note Instrument. The Company intends to use the funds raised from the issue of the Convertible Loan Notes to fund ongoing exploration and development projects.

The Company will pay interest in cash on the Convertible Loan Notes at a rate of 8 per cent. per annum. Interest will accrue daily from the date of issue of the Convertible Loan Notes to the Redemption Date. If the Company fails to pay redemption monies when due, interest shall continue to accrue on the unpaid amount at the Interest Rate. Interest shall not be compounded but shall continue to accrue at the Interest Rate.

Petrichor Partners and Jalapeño may, at any time following their issue when any of the Convertible Loan Notes are outstanding, convert such outstanding amount into Ordinary Shares in the Company at a price of 1.55 pence per Ordinary Share (the “**Conversion Price**”). Any interest which accrues on the Convertible Loan Notes can also be capitalised into Ordinary Shares at the Conversion Price. Any Convertible Loan Notes still in issue on the date falling 12 months from the date on which they were issued which have not been converted by Petrichor Partners and Jalapeño will be redeemed by the Company. Further details of the Convertible Loan Notes are set out further below in Part I of this Document.

The general partner of Petrichor Partners is HEYCO International Inc (“**HINT**”), a subsidiary of HEYCO Energy Group Inc (“**HEYCO**”). HEYCO’s majority shareholder is Explorers Petroleum Corporation of which George M. Yates is the ultimate controller. Jalapeño’s majority shareholder is Harvey E. Yates, Jr., brother of George M. Yates. HEYCO, through its wholly-owned subsidiary Petrichor Holdings Coöperatief U.A. (“**Petrichor**”), together with its Connected Persons and other persons acting in concert with it and as described more fully in Part III of this Document, is currently interested in 111,643,046 Ordinary Shares, representing 34.01 per cent. of the Existing Ordinary Shares.

Based on the assumptions set out in paragraph 3.3 of Part III of this Document, the Directors expect that the conversion of the Convertible Loan Notes (including the capitalisation of any interest which will accrue on the Convertible Loan Notes) would result in the issue to Petrichor Partners of a maximum of 69,684,386

Ordinary Shares and the issue to Jalapeño of a maximum of 3,549,020 Ordinary Shares, increasing the total interest of the Concert Party to a maximum of 184,876,452 Ordinary Shares, representing 46.04 per cent. of the Company's Enlarged Ordinary Share Capital, and the Concert Party would therefore be interested in Ordinary Shares carrying 30 per cent. or more of the Company's voting share capital but would not hold Ordinary Shares carrying more than 50 per cent. of more of such voting rights.

The Takeover Panel has been consulted and has agreed to waive the requirement for the Concert Party to make a general offer under Rule 9 of the Takeover Code in cash for Ordinary Shares in the Company which might otherwise arise as a result of the issue the Conversion Shares, subject to the Whitewash Resolution (as set out in the notice convening the General Meeting) being based on a poll of the Independent Shareholders. To be passed, the Whitewash Resolution will require a simple majority of the votes cast by the Independent Shareholders. The Concert Party has undertaken not to vote on the Whitewash Resolution.

The purpose of this Document, is to explain the background to, and the reasons for, the Proposals and why the Directors believe that the Proposals are in the best interests of the Company and its Shareholders as a whole and to recommend that you vote in favour of the Resolutions including the Whitewash Resolution.

2. Information on Egdon Resources plc

Egdon Resources plc is an established UK based exploration and production company primarily focused on onshore exploration and production in the hydrocarbon producing basins of the UK.

Egdon holds interests in 42 licences in the UK and has a programme of conventional and non-conventional exploration, appraisal and development within its portfolio of oil and gas assets. Egdon was formed in 1997 and listed on AIM in December 2004.

3. Reason for the issue of Convertible Loan Notes and use of proceeds

The funds raised by the issue of the Convertible Loan Notes will significantly strengthen the Company's financial position and allow it, together with existing cash, to fund ongoing exploration and development projects such as the development of the Wressle oil field, planning for the Biscathorpe-2 side-track well and preparation for the acquisition of 3D seismic over the Resolution Prospect and for additional working capital to maintain and develop the assets and opportunity base of the business.

4. Current Trading and Outlook

On 6 January 2021, the Company announced its preliminary results for the year ended 31 July 2020 and provided updates on its current assets, trading and outlook. The full announcement can be read on the Company's website at www.egdon-resources.com.

In relation to the Company's operational and corporate highlights for the period, the preliminary results announcement stated:

- *“Production during the year was 145 boepd (2019: 182 boepd) ahead of guidance of 130-140 boepd*
- *Planning permission was granted for the Wressle development on appeal on 17 January 2020 following a public inquiry in November 2019. Full costs were awarded against North Lincolnshire Council and have since been received. Field development operations are progressing well and first oil is targeted during January 2021, which will add 150 bopd to the Company's production*
- *During March 2020, we announced the results of an in-depth assessment of the Biscathorpe project (PEDL253) which identified technically and commercially attractive target areas accessible via a side-track of the suspended Biscathorpe-2 well. A planning application is in the process of being prepared for submission to enable this*
- *The farm-out of the Resolution and Endeavour gas discoveries (P1929 and P2304) to Shell Oil U.K. Limited (“Shell”) and agreed licence extensions and new work programme obligations with the Oil and Gas Authority (“OGA”). We now look forward to the acquisition of 3D seismic*
- *During September 2019, the highly encouraging gas in place results for Springs Road-1 were announced indicating the presence of a potentially world class resource in the “Gainsborough Shales” of the Gainsborough Trough where Egdon holds 71,361 net acres (289 km²)*

- *During early November 2019, Government announced the introduction of a moratorium on high volume hydraulic fracturing for shale-gas that will remain in place until new evidence is provided. Along with our industry peers we are continuing to work with the OGA and other regulators on this matter*
- *On 18 June 2020 a confidential settlement was reached with Humber Oil and Gas in respect of PEDL253 litigation and monies were received on 25 August 2020”*

Operational highlights since 31 July 2020 include:

- *On 25 August 2020 the farm-outs to Shell were completed for the Resolution and Endeavour assets (P1929 and P2304);*
- *On 7 September 2020 the Company received approval for an extension of planning consent to 31 December 2021 for the drilling of North Kelsey-1 (PEDL241) which had been delayed due to COVID-19 restrictions during the earlier part of the year;*
- *PEDL143 Licence relinquished during September 2020; and*
- *On 26 November 2020 the Company announced that it had entered into a £1.00 million loan facility with Union Jack Oil plc.*

In relation to the Company's outlook, the preliminary results announcement stated:

“The expected start of production at Wressle during late January 2021 will transform the Company's production and cash-flow. Production guidance for the first half of the financial year 2020-21 is 100 boepd and 200 boepd for the second half of the year resulting in full year guidance of 140-150 boepd.

The historically low gas price seen over the last winter and continuing through the summer of 2020 has seen a recovery in recent months and is expected to return to more normal levels during the coming winter period. Oil prices have recovered from the lows seen at the onset of the COVID-19 pandemic, but are expected to remain strongly linked to worldwide economic activity levels.

Operationally, in the short-term we will continue to focus on high impact projects within our conventional resource portfolio whilst working with the industry to demonstrate to the OGA and other regulators that we can operate safely to deliver lower emission UK gas to the market.

Our key activities and focus for the coming year will be:

- *“Continuing to carefully manage costs and cash through the current challenging operating environment*
- *Finalising the development of the Wressle oil field for production start-up in January 2021*
- *Progressing the planning application for a Biscathorpe-2 side-track well to be drilled in 2021 and where we may look to secure a partial farm-out*
- *Progressing a farm-out of North Kelsey-1 for drilling in 2021*
- *Streamlining the conventional resource portfolio to concentrate on a smaller number of key assets whilst maintaining our position in core unconventional resource assets*
- *Progressing the acquisition of the 3-D seismic survey over the Resolution and Endeavour gas discoveries in February 2022*
- *Subject to lifting of the current moratorium on hydraulic fracturing operations for shale-gas, progressing the planning and permitting for the drilling and subsequent testing of the Springs Road-2 well*
- *Reviewing the Energy Transition opportunities within the current portfolio, including repurposing of existing wells for geothermal energy*

Despite the unprecedented challenges experienced during the year, the fundamentals of the business are robust with the Company having a range of high potential assets in both the conventional hydrocarbon resource and nascent shale-gas sectors.

The Company is focused on reducing costs and expenditure and on progressing key near term cash generative projects such as Wressle. We will continue to keep activity under review in light of the current circumstances and position the Company for growth once normality returns.

We will also continue to review opportunities in the energy space that leverage our expertise with a focus on projects with near term predictable cash flows, opportunities to reduce costs and a low execution risk and capital requirement.”

5. Principal terms of the Convertible Loan Notes

The Company is proposing to raise approximately £1.05 million, before expenses, by way of an issue of Convertible Loan Notes to Petrichor Partners and Jalapeño, pursuant to the terms of a Subscription Agreement and a Convertible Loan Note Instrument. Execution of the Convertible Loan Note Instrument, and the obligation to issue and subscribe, remain conditional upon, amongst other things, Shareholders approving the Resolutions at the General Meeting.

A summary of the principal terms of the Convertible Loan Notes is set out below:

Fees and interest

The Company will pay interest on the full amount of the issued Convertible Loan Notes from the date of issue at a rate of 8 per cent. per annum (the “**Interest Rate**”). Interest will accrue daily and shall be calculated on the basis of a 365-day year and the actual number of days elapsed from the date of issue of the Convertible Loan Notes to the date falling 12 (twelve) months from the date of the issue of the Convertible Loan Notes (the “**Redemption Date**”). If the Company fails to pay redemption monies when due, interest shall continue to accrue on the unpaid amount at the Interest Rate. Interest shall not be compounded. Any interest which accrues on the Convertible Loan Notes can be capitalised at any time into Ordinary Shares at the Conversion Price.

Issue and repayment

The Company may make a drawdown request to the Convertible Loan Note Holders for the maximum amount of approximately £1.05 million under the Subscription Agreement conditional upon Shareholders approving the Resolutions at the General Meeting, and the Convertible Loan Note Holders shall have up to two business days in which to pay the funds due under the subscription request.

Following receipt of the funds, the Convertible Loan Notes will be issued within two business days. Unless the Convertible Loan Note Holders exercise their option to convert the amount outstanding into Ordinary Shares they will be redeemed by the Company at the Redemption Date.

The Company may, repay the Convertible Loan Notes in full or in part without penalty prior to the Redemption Date, together with the interest accrued thereon at the Interest Rate between the date of issue and the date of such repayment, provided that the full 12 months of interest will be due and payable if the Convertible Loan Notes are converted into shares.

The Company may be required by the Convertible Loan Note Holders to redeem the Convertible Loan Notes if it becomes unlawful for the Convertible Loan Note Holders to hold the Convertible Loan Notes, the Company has breached its representations and warranties to the Convertible Loan Note Holders or failed to comply with its undertakings given to the Convertible Loan Note Holders in the Subscription Agreement, or an event of default occurs.

Events of Default

The Company’s obligation to redeem the Convertible Loan Notes in full may be accelerated by the Convertible Loan Note Holder following the occurrence of certain events. The identity and scope of the events of default in the Convertible Loan Notes follow the approach commonly taken in senior secured credit facilities and include (but without limitation) non-payment of amounts due, non-compliance with the terms of the agreement, insolvency and insolvency-related events.

Conversion

The Convertible Loan Note Holders may, at any time when any principal of the Convertible Loan Notes is outstanding, convert such outstanding amount into Ordinary Shares in the Company at a price of 1.55 pence per Ordinary Share (the “**Conversion Price**”). The Conversion Price will be adjusted in certain circumstances to ensure that the number of Ordinary Shares arising on conversion confer the same relative

entitlement (e.g. if there is a sub-division, consolidation or bonus issue). The Conversion Shares shall be credited as fully paid and rank *pari passu* with Ordinary Shares of the same class in issue on the conversion date. The Company will, following conversion, apply to have the Conversion Shares listed on AIM.

Security and Guarantee

The Convertible Loan Notes when issued will be an unsecured obligation of the Company.

Transfer

The Convertible Loan Notes are only transferable by Petrichor Partners or Jalapeño to a member of the Concert Party.

Listing

The Company does not intend to apply for the Convertible Loan Notes to be listed.

6. Waiver of Rule 9 of the City Code on Takeovers and Mergers

The purpose of the Takeover Code is to supervise and regulate takeovers and other matters to which it applies. The Takeover Code is issued and administered by the Takeover Panel. The Company is a company to which the Takeover Code applies and as such its Shareholders are therefore entitled to the protections afforded by the Takeover Code.

Under Rule 9 of the Takeover Code, where any person acquires, whether by a single transaction or a series of transactions over a period of time or not, an interest (as defined in the Takeover Code) in shares which (taken together with shares in which persons acting in concert with him are interested) carry 30 per cent. or more of the voting rights of a company which is subject to the Takeover Code, that person is normally required by the Panel to make a general offer, in cash (or with a cash alternative), to all remaining shareholders to acquire their shares. Such a general offer must be at the highest price paid by such person (or anyone acting in concert with such person) for any interest in shares during the 12 months prior to the announcement of that general offer. Rule 9 of the Takeover Code further provides that, *inter alia*, where any person who, together with persons acting in concert with him, is interested in shares which in aggregate carry not less than 30 per cent. of such voting rights, but does not hold shares carrying more than 50 per cent. of such voting rights, and such person, or any such person acting in concert with him, acquires an interest in additional shares which increase his percentage of shares carrying voting rights, such person is normally required by the Panel to make a general offer to the remaining shareholders to acquire their shares on the same terms as summarised above by a general offer.

For the purposes of the Code, Petrichor together with its Connected Persons and other persons acting in concert with it, as described more fully in Part III of this Document, form the Concert Party. The Concert Party is currently beneficially interest in 111,643,046 Ordinary Shares, representing approximately 34.01 per cent. of the Existing Ordinary Shares.

The Convertible Loans Notes are convertible into Ordinary Shares at a price of 1.55 pence per Ordinary Share at any time after issue. Any interest which accrues on the Convertible Loan Notes can also be capitalised into Ordinary Shares at the Conversion Price. The Company expects that the Convertible Loan Note certificates will be issued approximately two business days following the General Meeting (should the Resolutions be approved). The conversion of the Convertible Loan Notes would result in the issue to the Concert Party of up to 73,233,406 Ordinary Shares which, together with the Concert Party's existing shareholding, would represent an interest in a maximum of 46.04 per cent. in the Company's Enlarged Ordinary Share Capital (assuming full conversion of all Convertible Loan Notes by the Convertible Loan Note Holders on the earliest date, being 26 January 2021, the interest being paid in shares, and there being no changes to the Company's share capital prior to the issue of all of the Conversion Shares, based on the assumptions set out in paragraph 3.3 of Part III).

The members of the Concert Party, who are interested in Ordinary Shares carrying 30 per cent. or more of the Company's voting share capital but do not hold Ordinary Shares carrying more than 50 per cent. or more of such voting rights would, on conversion, acquire an interest in additional shares which increases its percentage holding of shares carrying voting rights but would not, on a full conversion, hold Ordinary Shares carrying more than 50 per cent. The Panel has been consulted and has agreed to waive the requirement

for the members of the Concert Party to make a general offer under Rule 9 of the Takeover Code in cash for Ordinary Shares in the Company which might otherwise arise as a result of the issue of the Conversion Shares to the members of the Concert Party pursuant to the conversion of the Convertible Loan Notes into Ordinary Shares, subject to the Whitewash Resolution (as set out in the notice convening the General Meeting) being passed on a poll of the Independent Shareholders. To be passed, the Whitewash Resolution will require a simple majority of the votes cast by the Independent Shareholders.

Each member of the Concert Party has undertaken to the Company that it will not vote on the Whitewash Resolution.

For so long as the members of the Concert Party continue to be treated as acting in concert with each other, any further increase in their aggregate interest in the Ordinary Shares will be subject to the provisions of Rule 9, requiring a general offer to be made to all Shareholders if any member of the Concert Party acquires any Ordinary Shares in addition to those which are the subject of the Whitewash Resolution, unless a further waiver is obtained (or in certain other limited circumstances). Shareholders should note that the waiver of Rule 9 of the Takeover Code which the Panel has agreed to give (conditional on the Whitewash Resolution being passed by the Independent Shareholders) is only in respect of the conversion of the Convertible Loan Notes into Ordinary Shares by the Concert Party and not in respect of any other future acquisition of Ordinary Shares by any member of the Concert Party or persons acting in concert with it. In the event that the Whitewash Resolution is passed by Independent Shareholders at the General Meeting, subsequently the Concert Party will not be restricted from making an offer for the Company but will not be required to make an offer upon conversion of the Convertible Loan Notes.

Should the Convertible Loan Notes Shares not be issued, then the Concert Party will remain as a 34.01 per cent. shareholder and therefore no obligation to make an offer under Rule 9 will arise.

7. Information on the Concert Party

Information on the members of the Concert Party, including their future intentions for the Company, is contained in Part III of this Document.

8. Related Party Transaction

As Petrichor is currently interested in more than 10 per cent. of the issued ordinary share capital of the Company, the subscription for the Convertible Loan Notes is a related party transaction for the purposes of Rule 13 of the AIM Rules for Companies. For the purposes of Rule 13 of the AIM Rules for Companies, the Directors of the Company, having consulted with the Company's nominated adviser, WH Ireland, consider that the terms of the transaction are fair and reasonable so far as its Shareholders are concerned.

9. General Meeting

You will find set out at the end of this Document a notice convening the General Meeting to be held at 10.00 a.m. on 22 January 2021 at the offices of Egdon Resources plc at The Wheat House, 98 High Street, Odiham, Hampshire RG29 1LP. Details of the Resolutions which will be proposed at the General Meeting are set out below:

At the General Meeting, Resolutions will be proposed as follows:

Resolution 1, (the "**Whitewash Resolution**") which will be proposed as an ordinary resolution and will be taken on a poll of Independent Shareholders voting in person or by proxy, to approve the Rule 9 Waiver;

Resolution 2, which will be proposed as an ordinary resolution, to authorise the Directors to allot Ordinary Shares pursuant to the terms of the Subscription Agreement and Convertible Loan Note Instrument up to a maximum nominal amount of £732,334.06; and

Resolution 3, which will be proposed as a special resolution, to disapply the statutory pre-emption rights in respect of the Ordinary Shares allotted for cash, pursuant to the authority conferred on them by resolution 2 to allot such shares up to a maximum nominal value of £732,334.06.

Resolution 1 will be taken in accordance with the requirements of the Takeover Code, and be taken on a poll of Independent Shareholders present and by proxy voting at the General Meeting. Shareholders should note that members of the Concert Party will not be permitted to vote on Resolution 1.

The Company specifies that only those members registered on the Company's register of members at:

- the close of business on 20 January 2021; or
- if the General Meeting is adjourned, at the close of business on the day two days (excluding non-working days) prior to the adjourned meeting,

shall be entitled to attend and vote at the General Meeting.

Following the General Meeting, the Company will announce its results via a regulatory news service announcement and on the Company's website at www.egdon-resources.com.

10. Action to be taken

In respect of the General Meeting

A Form of Proxy for use at the General Meeting accompanies this Document. The Form of Proxy should be completed and signed in accordance with the instructions thereon and returned to the Company's registrars, Link Group, PXS1, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4ZF, as soon as possible, but in any event so as to be received by no later than 10.00 a.m. 20 January 2021 (or, if the General Meeting is adjourned, 48 hours (excluding any part of a day that is not a working day) before the time fixed for the adjourned meeting). Where a Shareholder is experiencing issues posting their completed and signed Form of Proxy to the Company's Registrar, they may email a scan of the completed and signed Form of Proxy to the Company's email address, info@egdon-resources.com, by no later than 9.00 a.m. on 20 January 2021 with the subject "VOTING" and the Company will endeavour to ensure that these votes are included in the poll.

As shareholders will be unable to vote in person at the meeting, they are strongly encouraged to use their proxy vote. The deadline for submission of proxy votes is 10.00 a.m. on 20 January 2021.

If you hold your Existing Ordinary Shares in uncertificated form in CREST, you may vote using the CREST Proxy Voting service in accordance with the procedures set out in the CREST Manual. Further details are also set out in the notes accompanying the Notice of General Meeting at the end of this Document. Proxies submitted via CREST must be received by the issuer's agent (ID RA10) by no later than 10.00 a.m. on 20 January 2021 (or, if the General Meeting is adjourned, 48 hours (excluding any part of a day that is not a working day) before the time fixed for the adjourned meeting). The Company may treat as invalid a proxy appointment sent by CREST in the circumstances set out in Regulation 35(5) (a) of the Uncertificated Securities Regulations 2001.

11. Irrevocable Undertakings

The Company has received undertakings from Premier and the Directors (who hold Ordinary Shares) to vote in favour of the Resolutions at the General Meeting in respect of in aggregate 59,329,814 Ordinary Shares representing approximately 27.38 per cent. of the Existing Ordinary Shares held by Independent Shareholders that are able to vote on Resolutions 1 and, in aggregate 59,329,814 Ordinary Shares representing approximately 18.07 per cent. of the Existing Ordinary Shares that are able to vote on Resolutions 2 and 3. The Concert Party, which is interested in 34.01 per cent. of the Existing Ordinary Shares of the Company, has undertaken to vote in favour of the Resolutions (other than Resolution 1).

Further details of the irrevocable undertakings are set out in paragraph 8 of Part II of this Document.

12. Recommendation

The Takeover Code requires the Board to obtain competent independent advice regarding the merits of the transaction which is the subject of the Rule 9 Waiver, the controlling position which it will create, and the effect which it will have on the Shareholders generally. The Directors, having been so advised by VSA, as the Company's financial adviser, consider the Proposals to be fair

and reasonable and in the best interests of the Company and its Shareholders as a whole. In giving its advice, VSA has taken account of the commercial assessments of the Directors.

Accordingly, the Directors unanimously recommend that you vote in favour of the Resolutions as they have irrevocably undertaken to do in respect of their aggregate beneficial holdings of 13,596,481 Ordinary Shares, representing 4.14 per cent. of the total number of issued Ordinary Shares in the Company.

13. Additional Information

Your attention is drawn to the additional information set out in Parts II and III of this Document.

Yours sincerely

Philip Stephens

Non-Executive Chairman

PART II

ADDITIONAL INFORMATION ON THE COMPANY

1. Responsibility

The Directors, whose names are set out on page 4 of this Document, accept responsibility for the information (including any expressions of opinion) contained in this Document, other than information which responsibility is taken pursuant to paragraph 1 of Part III, save that the only responsibility accepted by the Directors in respect of the information in this Document relating to the Concert Party, has been to ensure that such information has been correctly and fairly reproduced or presented (and no steps have been taken by the Directors to verify this information). To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this Document 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. General

2.1 The Company was incorporated in England and Wales as a Public limited Company named New Egdon PLC on 25 October 2007 under the Companies Act 1985 and with registered number 06409716. The Ordinary Shares were admitted to trading on AIM on 17 January 2008.

2.2 The issued share capital of the Company (i) as at the date of this Document and (ii) on issue of the Conversion Shares is set out below:

	<i>Existing Ordinary Shares Issued and fully paid</i>		<i>Immediately following issue of the Conversion Shares Issued and fully paid*</i>	
	<i>Nominal Amount (£)</i>	<i>Number</i>	<i>Nominal Amount (£)</i>	<i>Number</i>
Ordinary Shares of 1 pence each	3,283,156.25	328,315,625	4,015,490.31	401,549,031

*Assumes full conversion of all Convertible Loan Notes by the Convertible Loan Note Holders on the earliest date, being 26 January 2021, the interest being paid in shares, and there being no changes to the Company's share capital prior to the issue of all of the Conversion Shares, based on the assumptions set out in paragraph 3.3 of Part III

3. Directors' interests and dealings

3.1 For the purposes of this paragraph 3:

acting in concert means any such person acting in concert as such expression is defined in the Takeover Code;

arrangement includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;

connected advisers has the meaning given to that term in the Takeover Code;

control means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights (as defined in the Code) irrespective of whether the holding or aggregate holding gives *de facto* control;

dealings or **dealt** includes the following:

- the acquisition or disposal of relevant securities or the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attached to relevant securities, or of general control of relevant securities;
- the taking, granting acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option, (including a traded option contract) in respect of any relevant securities;

- (c) subscribing or agreeing to subscribe for relevant securities;
- (d) the exercise or conversion, whether in respect of new or existing securities, of any relevant securities carrying conversion or subscription rights;
- (e) the redemption or purchase of, or taking or exercising an option over any of its relevant securities by the Company;
- (f) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
- (g) the entry into or termination or variation of the terms of any agreement to purchase or sell relevant securities; and
- (h) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

derivative includes any financial product the value of which, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;

Disclosure Date means close of business on 5 January 2021, being the latest practicable date prior to the publication of this Document;

disclosure period means the period commencing on 5 January 2020 (being the date twelve months prior to the Disclosure Date) and ending on the Disclosure Date (being the latest practicable date prior to the publication of this Document);

interested in securities includes if a person:

- (a) owns them;
- (b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attached to them or has general control of them;
- (c) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire them or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise;
- (d) is a party to any derivative whose value is determined by reference to their price and which results, or may result, in his having a long position in them; or
- (e) has long economic exposure, whether absolute or conditional to changes in the price of those securities (but a person who only has a short position in securities is not treated as interested in those securities);

relevant securities includes:

- (a) shares and any other securities in the Company or any member of the Concert Party, as the case may be, conferring voting rights;
- (b) equity share capital of the Company or any member of the Concert Party, as the case may be;
- (c) any securities convertible into, or rights to subscribe for the securities of the Company or any member of the Concert Party, as the case may be, described in paragraphs (a) and (b) above;

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 any person to purchase or take delivery.

3.2 The Directors and their respective functions are set out below:

	Position
Philip Stephens	<i>Non-Executive Chairman</i>
Mark Abbott	<i>Managing Director</i>
Martin Durham	<i>Technical Director</i>
Tim Davies	<i>Non-Executive Director</i>
Ken Ratcliff	<i>Non-Executive Director</i>
Walter Roberts	<i>Non-Executive Director and Company Secretary</i>

- 3.3 The interests (all of which are beneficial unless stated otherwise) of each of the Directors, their close relatives or the related trusts of any of them and (so far as is known to the Directors or could with reasonable diligence be ascertained by them) their Connected Persons in the relevant securities of the Company as at the Disclosure Date is as follows:

	<i>Number of Existing Ordinary Shares</i>	<i>Percentage of existing issued share capital</i>
Philip Stephens	231,703	0.07%
Mark Abbott	11,892,617	3.62%
Tim Davies	50,000	0.02%
Ken Ratcliff	198,032	0.06%
Walter Roberts	1,224,129	0.37%

- 3.4 As at the Disclosure Date, the Directors, their close relatives or the related trusts of any of them and (so far as is known to the Directors, or could with reasonable diligence be ascertained by them) their other Connected Persons will have the following options over Ordinary Shares:

	<i>Exercise price</i>	<i>Number of options</i>	<i>Date granted</i>	<i>Vesting date</i>
Mark Abbott	10.00p	600,000	01/01/2013	01/01/2014
Mark Abbott	20.62p	363,725	13/05/2014	01/05/2016
Mark Abbott	9.70p	979,381	16/11/2015	01/08/2016
Mark Abbott	7.85p	1,210,191	24/01/2019	01/01/2020
Martin Durham	22.75p	659,341	18/08/2014	31/01/2016
Martin Durham	9.70p	773,196	16/11/2015	01/08/2016
Martin Durham	7.85p	955,414	24/01/2019	01/01/2020

- 3.5 As at the close of business on the Disclosure Date and save as disclosed in paragraph 3.3 above, none of (i) the Company; (ii) the Directors; (iii) the Directors' close relatives or the related trusts of any of them; (iv) the pension funds of the Company or its subsidiary undertakings; (v) any employee benefit trust of the Company or its subsidiary undertakings; (vi) any connected adviser to the Company or its subsidiary undertakings; (vii) any person controlling, controlled by or under the same control as any connected adviser falling within (vi) above (except for an exempt principal trader or an exempt fund manager); nor (viii) any other person acting in concert with the Company owns or controls, has a short position, or has borrowed or lent (or entered into any financial collateral arrangement of the kind referred to in Note 4 on Rule 4.6 of the Code), or is interested in, or has any right to subscribe for, or any arrangement concerning, directly or indirectly, any relevant securities of the Company.

- 3.6 Save for as set out in paragraph 3.7 below, none of the Directors, nor any of the Directors' close relatives or related trusts of any of them nor (so far as is known to the Directors, or could with reasonable diligence be ascertained by them) any of their other Connected Persons, dealt in relevant securities of the Company during the disclosure period.

- 3.7 During the disclosure period, the following dealings have been made in the relevant securities of the Company by the Directors, their close relatives or the related trusts of any of them:

<i>Date</i>	<i>Transaction</i>	<i>Price (pence)</i>
22 April 2020	Elizabeth Stephens, wife of Philip Stephens, purchased 100,000 Ordinary Shares	1.9
27 April 2020	Mark Abbott subscribed for 2,500,000 Ordinary Shares	2.0
27 April 2020	Tim Davies subscribed for 50,000 Ordinary Shares	2.0
27 April 2020	Walter Roberts subscribed for 250,000 Ordinary Shares	2.0

- 3.8 As at the close of business on the Disclosure Date, neither the Company nor any of the Directors, their close relatives or the related trusts of any of them or (so far as is known to the Directors, or could with reasonable diligence be ascertained by them) any of their other Connected Persons, owns or controls or is interested, directly or indirectly in or has any short position in, any relevant securities of any member of either Concert Party or any securities convertible into, or exchangeable for, rights

to subscribe for and options (including traded options) in respect of, and derivatives referenced to, any relevant securities of any member of the Concert Party.

- 3.9 For the purposes of the Takeover Code and in addition to the Directors, VSA Capital Limited, a financial institution whose registered address is New Liverpool House, 15-17 Eldon Street, London EC2M 7LD. VSA Capital Limited is the Company's Financial Adviser and Joint Broker and therefore presumed to be acting in concert with the Company under the Takeover Code.
- 3.10 No management incentivisation arrangements have been entered into or discussed with the Concert Party.

4. Directors' service contracts

4.1 Philip Stephens (Non-Executive Chairman)

Mr Stephens entered into a service agreement with the Company on 14 January 2008. He is entitled to a base salary of £45,000 per annum, without an annual pension contribution. He is currently entitled to a reduced base salary of £36,000 per annum, without an annual pension contribution. His service agreement is terminable on 6 months' notice by either party.

4.2 Mark Abbott (Managing Director)

Mr Abbott entered into a service agreement with the Company on 14 January 2008. He is entitled to a base salary of £190,000 per annum, an annual pension contribution of £9,500 and health insurance equivalent to the value of £2,546. He is currently entitled to a reduced base salary of £120,000 per annum, a reduced annual pension contribution of £6,000 and health insurance equivalent to the value of £2,546. His service agreement is terminable on 6 months' notice by either party.

4.3 Tim Davies (Non-Executive Director)

Mr Davies entered into a service agreement with the Company on 12 April 2019. He is entitled to a base salary of £20,000 per annum, without an annual pension contribution. He is currently entitled to a reduced base salary of £16,000 per annum, without an annual pension contribution, without an annual pension contribution. His service agreement is terminable immediately if requested by Premier Oil plc.

4.4 Ken Ratcliff (Non-Executive Director)

Mr Ratcliff entered into a service agreement with the Company on 14 January 2008. He is entitled to a base salary of £30,000, without an annual pension contribution. He is currently entitled to a reduced base salary of £24,000 per annum, without an annual pension contribution. His service agreement is terminable on 6 months' notice by either party.

4.5 Walter Roberts (Non-Executive Director)

Mr Roberts entered into a service agreement with the Company on 14 January 2008. He is entitled to a base salary of £30,000. He is currently entitled to a reduced base salary of £24,000 per annum. He has elected to sacrifice £24,000 of his base salary entitlement. His service agreement is terminable on 6 months' notice by either party.

4.6 Martin Durham (Technical Director)

Mr Durham entered into a service agreement with the Company on 3 June 2019. He is entitled to a base salary of £150,000 per annum, an annual pension contribution of £7,500 and health insurance equivalent to the value of £2,937. He is currently entitled to a reduced base salary of £120,000 per annum, a reduced annual pension contribution of £6,000 and health insurance equivalent to the value of £2,937. His service agreement is terminable on 6 months' notice by either party.

5. Material Contracts

There are no material contracts (not being in the ordinary course of business) entered into by the Company or any of the Company's subsidiaries in the two years immediately preceding the date of this Document, save as follows:

5.1 Subscription Agreement and Convertible Loan Note Instrument

On 6 January 2021, the Company and Petrichor Partners and Jalapeño entered into subscription agreements, to which an agreed form of the Convertible Loan Note Instrument is annexed, pursuant to which Petrichor Partners and Jalapeño both agreed, subject to the satisfaction of certain terms and conditions, to subscribe for a total of £1,051,035 Convertible Loan Notes. The Subscription Agreement includes customary warranties for an agreement of this type from Petrichor Partners and Jalapeño to the Company. The Company has agreed, conditional on the Resolutions being approved at the General Meeting, to execute the Convertible Loan Note Instrument. Further details of the Convertible Loan Notes are set out in paragraph 3 in Part III of this Document.

5.2 Loan Facility and Charge Agreements

On 25 November 2020, the Company entered into a facility agreement and a charge agreement in relation to a £1,000,000 loan facility with Union Jack Oil plc. The facility agreement has an 18 month term. The principal amount of the loan is payable at end of the term or in part or in full at any earlier time at the discretion of the Company. Interest accrues on a daily basis on the outstanding loan amount at an interest rate of 11 per cent. per annum and is payable quarterly commencing on the earlier of the quarter following first production or on 1 April 2021. The loan is secured against an unencumbered 25 per cent. interest in the Wressle Project (PEDL180 and PEDL182), including the Wressle development project and associated infrastructure.

5.3 Relationship Agreement

On 15 May 2019, the Company and Petrichor entered into an agreement to regulate the relationship between the Company and Petrichor. The relationship agreement contains undertakings from Petrichor that, amongst other things, it will not seek to interfere with the day to day control of the Company and that all transactions and arrangements between the Company and Petrichor and members of its group will be at arm's length and on normal commercial terms. The relationship agreement will continue in full force and effect for so long as the Ordinary Shares are admitted to trading on AIM and Petrichor is interested in 20 per cent. of more of the Company's issued ordinary share capital.

5.4 Underwriting Agreement

On 15 May 2019, the Company and Petrichor entered into an Underwriting Agreement whereby Petrichor agreed to underwrite an open offer. The Company agreed to pay Petrichor commission of an amount equal to 4 per cent. of the total issue price of 23,801,611 underwritten shares, being the maximum number of underwritten shares that Petrichor could have been required to take up pursuant to its underwriting commitment, together with all costs, fees and out-of-pocket expenses properly incurred by Petrichor in connection with the underwriting of the underwritten shares.

6. Material change

Save as set out in paragraph 4 of Part I, there has been no significant change in the financial or trading position of the Company since the publication of the Preliminary Statement of Annual Results of the Company for the year ended 31 July 2020.

7. Middle market quotations

The table below sets out the middle market quotations for an Ordinary Share, as derived from Thomson Reuters Eikon, on the first business day of each of the six months preceding the date of this Document and on 5 January 2021 (being the last practicable date prior to publication of this Document):

<i>Date</i>	<i>Price per Ordinary Share (pence)</i>
3 August 2020	2.05
1 September 2020	2.30
1 October 2020	2.05
2 November 2020	1.65
1 December 2020	1.45
4 January 2021	1.65
Disclosure Date	1.65

8. Irrevocable Undertakings

8.1 *Director irrevocable undertakings*

The Company has received the following undertakings to vote in favour of the Resolutions at the General Meeting from the following Directors, which in aggregate amount to 13,596,481 Ordinary Shares representing 4.14 per cent. of the Existing Ordinary Shares, are as follows:

<i>Director</i>	<i>Number of Ordinary Shares</i>	<i>Percentage of the Company's issued share capital</i>
Philip Stephens	231,703	0.07%
Mark Abbott	11,892,617	3.62%
Tim Davies	50,000	0.02%
Ken Ratcliff	198,032	0.06%
Walter Roberts	1,224,129	0.37%
Total	13,596,481	4.14%

8.2 *Shareholder irrevocable undertakings*

The Company has received irrevocable undertakings from Premier to vote in favour of the Resolutions at the General Meeting in respect of, in aggregate, 45,733,333 Ordinary Shares representing approximately 13.93 per cent. of the Existing Ordinary Shares of the Company.

The obligations shall be irrevocable unless the General Meeting is not held prior to 22 February 2021.

The Company has also received irrevocable undertakings from Petrichor to vote in favour of Resolutions 2 and 3 (on such terms set out in this paragraph 8.2 of Part II), save that Petrichor shall abstain from voting on Resolution 1 in respect of an aggregate of 103,094,546 Ordinary Shares.

The Company has also received irrevocable undertakings from Jalapeño to vote in favour of Resolutions 2 and 3 (on such terms set out in this paragraph 8.2 of Part II), save that Jalapeño shall abstain from voting on Resolution 1 in respect of an aggregate of 8,497,500 Ordinary Shares.

The Company has also received irrevocable undertakings from Stephen P. Jackson to vote in favour of Resolutions 2 and 3 (on such terms set out in this paragraph 8.2 of Part II), save that Stephen P. Jackson shall abstain from voting on Resolution 1 in respect of an aggregate of 51,000 Ordinary Shares.

9. Incorporation of relevant information by reference

9.1 The following documents (or parts of documents), which have been filed with the Takeover Panel and are available for inspection in accordance with paragraph 10 of this Part II, contain information about the Company, which is relevant to this Document.

9.2 The table below sets out the sections of these Documents which are incorporated by reference into, and form part of, this document. In accordance with Rule 24.15 of the Takeover Code, only the parts of the documents identified in the table below are incorporated into, and form part of, this Document.

<i>Source document from which information is incorporated into this document by reference</i>	<i>Information incorporated by reference</i>	<i>Page number(s) in source document</i>
Audited Financial Statements for the year ended 31 July 2019	Independent Auditor's Report	31
	Consolidated Statement of Comprehensive Income	36
	Consolidated Statement of Financial Position	37
	Consolidated Statement of Cash Flows	39
	Consolidated Statement of Changes in Equity	41
Audited Financial Statements for the year ended 31 July 2018	Notes forming part of the Financial Statements	43
	Independent Auditor's Report	27
	Consolidated Statement of Comprehensive Income	30
	Consolidated Statement of Financial Position	31
	Consolidated Statement of Cash Flows	33
Unaudited interim financial statements for the six months ended 31 January 2020	Consolidated Statement of Changes in Equity	35
	Notes forming part of the Financial Statements	37
	Consolidated Statement of Comprehensive Income	8
	Consolidated Statement of Financial Position	9
	Consolidated Statement of Cash Flows	10
Preliminary Statement of Annual Results for the year ended 31 July 2020	Consolidated Statement of Changes in Equity	11
	Notes to the Consolidated financial statements	12
	Consolidated Statement of Comprehensive Income	11
	Consolidated Statement of Financial Position	12
	Consolidated Statement of Cash Flows	13
	Consolidated Statement of Changes in Equity	14
	Notes to the Consolidated financial statements	15

9.3 A copy of each of the documents incorporated by reference into this Document is available, free of charge, for downloading or inspection, at the following website: www.egdon-resources.com.

9.4 The information incorporated by reference into this Document, which has not been published in an inflation adjusted form, is available in a "read-only" format and can be printed from the Company's website. The Company will provide within two business days, without charge, to each person to whom a copy of this document has been delivered, upon their written or verbal request, a copy of any documents incorporated by reference in this Document. In addition, each person to whom a copy of this document has been delivered may request that all future documents, announcements and information sent to them in relation to the Rule 9 Waiver should be sent in hard copy form. Copies of any documents incorporated by reference in this Document will not be provided unless such request is made. Requests for copies of any such document should be directed to the Company, Egdon Resources plc, The Wheat House, 98 High Street, Odiham, Hampshire, RG29 1 LP or by telephone to +44 (0)125 670 2292.

9.5 Save as set out above in paragraph 9.2 of Part II of this Document, neither the contents of the Company's website, nor the contents of any website accessible from hyperlinks on the Company's website, is incorporated into, or forms part of, this Document.

10. Availability of this document

This Document will be available for a period of twelve months from the date of this document on the Company's website www.egdon-resources.com free of charge in accordance with the requirements of Rule 26 of the AIM Rules.

11. Consents

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

11.2 WH Ireland has given and has not withdrawn its written consent to the issue of this Document with the inclusion herein of the references to its name in the form and context in which it is included.

12 Documents on Display

Copies of the following documents will be available at the Company's website (www.egdon-resources.com), and/or for inspection at the offices of the Company during normal business hours of any weekday (Saturdays, Sundays and public holidays in England and Wales excepted) from the date of this Document up to and including the date of the General Meeting:

- 12.1 this Document and accompanying Notice of GM;
- 12.2 the Articles of Association of the Company;
- 12.3 the annual report and accounts of the Company for the financial years ended 31 July 2019 and 31 July 2018, the unaudited interim financial statements for the six months ended 31 January 2020 and the preliminary statement of annual results for the year ended 31 July 2020;
- 12.4 the Certificate of Incorporation of HEYCO;
- 12.5 the Certificate of Incorporation of HINT;
- 12.6 the Articles of Association of Petrichor;
- 12.7 the Certificate of Limited Partnership for Petrichor Partners'
- 12.8 the Certificate of Incorporation of Jalapeño;
- 12.9 the Directors' service agreements and letters of appointment referred to in paragraph 4 of Part II;
- 12.10 the material contracts referred to in paragraph 5 of Part II, in so far as they have been entered into in connection with the Proposals;
- 12.11 the irrevocable undertakings referred to in paragraph 8 of Part II; and
- 12.12 the consent letters from VSA Capital and WH Ireland referred to in paragraph 11 of Part II.

PART III

ADDITIONAL INFORMATION ON THE CONCERT PARTY

1. Responsibility

For the Purposes of Rule 19.2 of the Takeover Code only, the members of the Concert Party (whose names are set out in paragraph 2 of this Part III) accept responsibility for the information (including any expressions of opinion) contained in this Document in relation to the Concert Party. To the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this Document 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. Information on the Concert Party

For the purposes of the Takeover Code, HEYCO, Petrichor, Jalapeño, HINT, Petrichor Partners and Petrichor Partners' limited partners are acting in concert for the following reasons:

- (a) Petrichor currently holds 103,094,546 Ordinary Shares, representing 31.40 per cent. of the issued share capital of the Company. Petrichor is a wholly-owned subsidiary of HEYCO, Petrichor is therefore presumed to be acting in concert with HEYCO under the Takeover Code.
- (b) On 14 April 2020 Petrichor subscribed for 8,497,500 Ordinary Shares, representing 2.59 per cent. of the issued share capital of the Company, which were registered in the name of Jalapeño. Jalapeño's President and majority shareholder is Harvey E Yates Jr, George M. Yates' brother. HEYCO's majority shareholder is Explorers Petroleum Corporation of which George M. Yates is the ultimate controller and Jalapeño is therefore presumed to be acting in concert with HEYCO and Petrichor under the Takeover Code.
- (c) HINT is the general partner of Petrichor Partners and a wholly owned subsidiary of HEYCO therefore HINT is presumed to be acting in concert with HEYCO under the Takeover Code.
- (d) The limited partners of Petrichor Partners are individuals who are connected, either via personal or professional connections, to George M. Yates. Petrichor Partners and its limited partners are therefore presumed to be acting in concert with HEYCO under the Takeover Code.

Further information on the members of the Concert Party is set out below.

2.1 Information on HEYCO

HEYCO is a privately owned, US based, upstream energy portfolio company that delivers strategy, sophisticated unconventional technology, and capital to oil and gas exploration projects in the United States and Europe.

For the year ended 31 December 2019 HEYCO had net assets of US\$82.5 million and revenues of US\$2.1 million.

HEYCO is incorporated in Delaware, USA with company number 3443499, and its registered office is at InCorp Services, Inc., 919 North Market Street, Suite 950, Wilmington, DE 19801, USA.

Further information on HEYCO is available on its website: <http://www.heycoenergy.com/>

HEYCO's majority shareholder is Explorers Petroleum Corporation of which George M. Yates is the ultimate controller.

The Directors of HEYCO are:

- George M. Yates, a United States of America national who was born in Artesia, New Mexico, USA and resides in Dallas, Texas, USA;
- Lauren Yates (daughter of George M. Yates), a United States of America national who resides in Plano, Texas, USA; and
- Barrett Yates-Mack (daughter of Harvey E. Yates, Jr.), a United States of America national who resides in Weston, Massachusetts, USA.

Domestic US

HEYCO historically operated in the Permian Basin, specifically in the Delaware Basin. In early 2015, HEYCO's subsidiary, Harvey E. Yates Company, was acquired by Matador Resources Company for an equity position in the company.

HEYCO Development Company (DEVCO) focuses on non-operated projects in New Mexico, East Texas, Wyoming, and southwestern Louisiana.

Europe

Various subsidiaries of HEYCO have been involved in international exploration for more than 20 years, having operated exploration projects in England, Spain, and Morocco. The group currently holds non-operated interests in England and Spain.

2.2 Information on Petrichor

Petrichor, is a holding company and a wholly owned subsidiary of HEYCO.

For the year ended 31 December 2019 Petrichor had net assets of US\$30 million and revenues of US\$0.

Petrichor is incorporated in the Netherlands with company file number 34306097, and its registered office is at Kabelweg 37, 1014 BA Amsterdam, The Netherlands.

The directors of Petrichor are:

- Tara Lewis, a United States of America national who was born in Texas, USA and resides in Dallas, Texas, USA; and
- Wiesenborn Consultancy B.V., a private company with limited liability organised under the laws of the Netherlands, with company number 27298706 and registered address Park Vronesteyn 16, Voorburg, 2271HS, Netherlands

2.3 Information on Jalapeño

Jalapeño is a small oil and gas company. It is a Nevada corporation and has offices in New Mexico and Nevada. With acreage positions in New Mexico, Texas and various other states. Most of its drilling investments are as a non-operator in unconventional plays that are currently taking place within the Permian and Eagleford Basins. However, as an operator it has continuously been involved in both shallow well exploration and production and in rank-wildcat exploration efforts in presently unproductive basins.

For the year ended 30 June 2020 Jalapeño had net assets of US\$15.2 million and revenues of US\$9.5 million.

Jalapeño is incorporated in Nevada, USA with company number C16535-1998, and its registered office is at Sierra Corporate Services – Las Vegas, 2300 West Sahara Avenue, Suite 1200, Las Vegas, Nevada, USA.

Further information on Jalapeño is available on its website: <http://www.jalapenocorp.com>

Jalapeño's majority shareholder is George M. Yates' brother, Harvey E. Yates, Jr.

The directors of Jalapeño are:

- Harvey E. Yates, Jr. a United States of America national who was born in Artesia, New Mexico, USA and resides in Albuquerque, New Mexico, USA;
- Ryan Cangiolosi, a United States of America national who resides in Albuquerque, New Mexico, USA;
- Steve H Cypes, a United States of America national who resides in Dover, Massachusetts, USA;
- Harvey E. Yates III, a United States of America national who resides in Albuquerque, New Mexico, USA; and

- Barrett Yates-Mack, a United States of America national who resides in Weston, Massachusetts, USA.

2.4 **Information on Petrichor Partners**

Petrichor Partners is a Delaware limited partnership whose limited partners are Financial Industry Regulatory Authority (“FINRA”) qualified investors as defined in FINRA Rule 4512(c). The general partner of Petrichor Partners is HINT a subsidiary of HEYCO.

Petrichor Partners is registered in Delaware, USA with company file number 4431785, and its registered office is at InCorp Services, Inc., 919 North Market Street, Suite 950, Wilmington, Delaware 19801, USA.

Information on the Petrichor Partners limited partners

The limited partners of Petrichor Partners consists of the following individuals:

- Alinaza Cuervo Tejas, LP, a private family trust of King Alcorn Crow, a private equity and energy investor whose registered address is at 7621 Southwestern Boulevard, Dallas, Texas 75225, USA. The general partner of Alinaza Cuervo Tejas LP is Crow Financial Interest LLC and the manager is King Alcorn Crow;
- Donald DeJong, Chief Executive Officer of AgriVision Farm Management, LLC whose registered address is P.O. Box 659 Hartley, Texas 75225, USA;
- Stephen P. Jackson, residential and land developer whose registered address is 6303 Indian School Rd, NE 602, Albuquerque, New Mexico 87110, USA;
- Midland Trust Company, PO Box 07520, Fort Myers Florida as custodian for Eric Harold West, a real estate investor and advisor whose registered address is 1155 Connecticut Avenue, NW, 7th Floor, Washington, DC 20036, USA
- Per Juvkam-Wold, Senior Vice President and Chief Financial Officer at HEYCO Energy Group, Inc., whose registered address is 5310 Harvest Hill Road, Suite 164, Dallas, Texas 75220, USA;
- Rance C. Miles, a business owner whose registered address is 5151 Beltline Road, Suite 455, Dallas, Texas 75254, USA;
- George R. O’Connor, a business owner whose registered address is 1515 E. 4th Street, Little Rock, Arkansas 72202, USA; and
- William Weber, a debt trader working in financial services whose registered address is 46 Old Hill Road, Westport, CT 06880, USA.

2.5 **Information on HINT**

HINT is a US holding company and a wholly owned subsidiary of HEYCO.

For the year ended 31 December 2019 HINT had net assets of US\$0.02 million and revenues of US\$0.

HINT is incorporated in Delaware with company file number 2267708, and its registered office is at InCorp Services, Inc., 919 North Market Street, Suite 950, Wilmington, Delaware 19801, USA.

The directors of HINT are:

- George M. Yates, a United States of America national who was born in Artesia, New Mexico, USA and resides in Dallas, Texas, USA; and
- Tara Lewis, a United States of America national who was born in Texas, USA and resides in Dallas, Texas, USA.

2.6 **Effect on Concert Party**

The Proposals are not expected to have a material effect on the Concert Party’s earnings, assets or liabilities. Petrichor Partners will fund its subscription for the Convertible Loan Notes through existing cash resources available to its limited partners and Jalapeño will fund its subscription for the Convertible Loan Notes through its existing cash resources.

3. Effect of the conversion of the Convertible Loan Notes on the Concert Party's Interest in the Company

- 3.1 As at the Disclosure Date, the holdings of the Concert Party are set out below:
- Petrichor holds 103,094,546 Ordinary Shares, representing 31.40 per cent. of the Company's existing issued share capital;
 - Jalapeño holds 8,497,500 Ordinary Shares, representing 2.59 per cent. of the Company's existing issued share capital; and
 - Stephen P. Jackson holds 51,000 Ordinary Shares, representing 0.02 per cent. of the Company's existing issued share capital.
- 3.2 The earliest date upon which either Petrichor Partners or Jalapeño may serve a notice to convert their respective Convertible Loan Notes into Ordinary Shares is expected to be on or around 26 January 2021 (assuming that they each respectively deliver a conversion notice to the Company on the date of issue of the convertible loan note certificates, which are to be issued approximately two business days after the General Meeting, subject to the Resolutions having been passed. Conversion would then take place on a date determined by the Company, being no later than ten business days after the date of service of such conversion notice).
- 3.3 Based on the assumptions below, conversion of the Convertible Loan Notes would result in the issue to the Concert Party of up to 73,233,406 Ordinary Shares increasing the total holding of the Concert Party to 401,549,031 Ordinary Shares representing approximately 46.04 per cent. of the Company's Enlarged Ordinary Share Capital:
- Conversion of the Convertible Loan Notes occurs on a date determined by the Company, being no later than ten business days after the date of service by either Petrichor Partners or Jalapeño of a conversion notice. The earliest date upon which either Petrichor Partners or Jalapeño may serve a notice to convert their respective Convertible Loan Notes into Ordinary Shares is expected to be on or around 26 January 2021 (assuming that Petrichor Partners or Jalapeño each respectively deliver a conversion notice to the Company on the date of issue of the convertible loan note certificates, which are to be issued approximately two business days after the General Meeting, subject to the Resolutions having been passed);
 - Petrichor Partners and Jalapeño elect to convert the full principal amount of the £1,051,035 Convertible Loan Notes into new Ordinary Shares at the Conversion Price;
 - Petrichor Partners and Jalapeño elect to convert the interest due into Ordinary Shares at the Conversion Price; and
 - There are no changes to the Company's share capital prior to the issue of all of the Conversion Shares.
- 3.4 The effect of the issue of the Conversion Shares, representing approximately 22.31 per cent. of the Company's voting share capital is set out in the table below:

Table 1: The Concert Party's maximum interest in the Company

	<i>Current interest in the Ordinary Share Capital</i>	<i>Percentage of Issued Ordinary Share Capital</i>	<i>Conversion shares*</i>	<i>Maximum interest in Enlarged Ordinary Share Capital on conversion of the Convertible Loan Notes*</i>	<i>Percentage of Enlarged Ordinary Share Capital on Conversion of the Convertible Loan Notes</i>
Concert Party member					
Petrichor	103,094,546	31.40	0	103,094,546	25.67
Jalapeño	8,497,500	2.59	3,549,020	12,046,520	3.00
Petrichor Partners	0	0	69,684,386	69,684,386	17.35
Stephen P. Jackson	51,000	0.02	0	51,000	0.01
Total	111,643,046	34.01	73,233,406	184,876,452	46.04

*The Concert Party's maximum interest set out in Table 1 above is based on the assumptions set out in paragraph 3.3 above

4. Interests and Dealings (Concert Party)

For the purpose of this paragraph 4, the definitions in paragraph 3.1 of Part II shall apply.

- 4.1 As at the close of business on the Disclosure Date, and save as disclosed in the table in paragraph 3.4 above, none of: (i) the members of the Concert Party; (ii) the directors of any member of the Concert Party or any of their close relatives, related trusts and any Connected Persons; nor (iv) any person with whom any member of the Concert Party has any arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code (so far as the Directors are aware having made due enquiry) had interests, rights to subscribe for or short positions in the relevant securities of the Company nor, save for any borrowed share which have either been on-lent or sold, had borrowed or lent any relevant Company securities (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code).
- 4.2 Save as set out in paragraph 3.1 of Part III of this Document, none of: (i) the members of the Concert Party; (ii) any director of any member of the Concert Party or any of their close relatives, related trust, and any Connected Persons; or (iii) any person with whom any member of the Concert Party has any arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code has dealt in relevant securities of the Company during the disclosure period.

During the Disclosure Period, the following dealings have been made in the relevant securities of the Company by the members of the Concert Party:

<i>Date</i>	<i>Transaction</i>	<i>Price (pence)</i>
14 April 2020	Petrichor subscribed for 7,055,720 Ordinary Shares which were registered in the name of Jalapeño	2.0
27 April 2020	Petrichor subscribed for 1,441,780 Ordinary Shares which were registered in the name of Jalapeño	2.0

- 4.3 No member of the Concert Party has entered into any agreement, arrangement or understanding with any of the Directors which has any connection with or dependence upon the Whitewash Resolution. In addition, there is no agreement, arrangement or understanding having any connection with or dependence upon the Whitewash Resolution between any member of the Concert Party and any person interested or recently interested in shares in the Company, or any other recent director of the Company. Neither the Company nor any person acting in concert with the Company has any arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code with any person.
- 4.4 Save for the Relationship Agreement (further details on which are set out in paragraph 5.2 of Part II of this Document) there are no relationships (personal, financial or commercial), arrangements or understandings between the Concert Party, any member of the Concert Party and VSA or any person who is, or presumed to be, acting in concert with VSA.

5. Relationship between the Concert Party, the Directors and the Independent Shareholders

There are no relationships (personal, financial or commercial), arrangements or understandings between any members of the Concert Party and any of the Directors.

No member of the Concert Party has any relationships (personal, financial or commercial), arrangements or understandings with any of the Independent Shareholders or any person who is, or is presumed to be, acting in concert with any such Independent Shareholder.

6. Intentions of the Concert Party

- 6.1 The members of the Concert Party's long-term commercial justification for the transaction is that they want to help the Company reach its goals and potential, and that the members of the Concert Party believe the Company is substantially undervalued, and have confidence in the management of the Company.

- 6.2 The members of the Concert Party have confirmed that, if the Whitewash Resolution is passed by the Independent Shareholders on a poll, there is no agreement, arrangement or understanding for the transfer of their Ordinary Shares (including any Conversion Shares) to any third party.
- 6.3 The Concert Party is not intending to seek any changes in respect of:
 - (a) the future of the Company’s business;
 - (b) any planned investment in research and development;
 - (c) the continued employment of the Company’s employees and management, including any material change in conditions of employment or balance of skills and functions;
 - (d) the location of the Company’s places of business, headquarters and headquarter functions;
 - (e) employer contributions into the Company’s pension schemes, the accrual of benefits for existing members and the admission of new members and the Concert Party is not seeking any redeployment of the fixed assets of the Company; and
 - (f) the maintenance of any existing trading facilities for the relevant securities of the Company.
- 6.4 Each member of the Concert Party has also confirmed that, it does not intend to change its own current business strategy or in relation to itself , any other matter referred to in paragraph 6.3 above as a result of the Proposals.
- 6.5 The Directors note that the Concert Party does not intend to change any matter referred to in paragraph 6.3 above and have no comment.

7. Financial Information

- 7.1 HEYCO, HINT, Petrichor Partners and Jalapeño are not required under the laws of the United States of America to make their accounts publicly available and, accordingly, they are not providing further details of their historical financial information in this Document.
- 7.2 The following financial information on Petrichor is incorporated by reference into this document in accordance with Rule 24.15 of the Takeover Code and is available on the Company’s website at: www.egdon-resources.com as set out below.

Except as set out below, no other portion of these documents is incorporated by reference into this Document.

<i>Source document from which information is incorporated into this document by reference</i>	<i>Information incorporated by reference</i>	<i>Page number(s) in source document</i>
Financial Statements for the year ended 31 December 2019	Balance Sheet	4
Financial Statements for the year ended 31 December 2018	Balance Sheet	3

EGDON RESOURCES PLC

(THE “COMPANY”)

(Incorporated and registered in England and Wales under the Companies Act 1985 with registered number 06409716)

NOTICE OF GENERAL MEETING

NOTICE IS HERBY GIVEN that a general meeting of the Company will be held at 10.00 a.m. on 22 January 2021 at the offices of Egdon Resources plc at The Wheat House, 98 High Street, Odiham, Hampshire RG29 1LP to consider and, if thought fit, pass the following resolutions which will be proposed as ordinary or special resolutions as specified below (“**Resolutions**”). In order to comply with the Code, Resolution 1 will be taken on a poll to be passed by more than 50 per cent. of the votes of Independent Shareholders present and voting at the General Meeting in person or by proxy and the members of the Concert Party have undertaken to the Company not to vote on the Whitewash Resolution. Resolution 2 will be proposed as an ordinary resolution and resolution 3 will be proposed as a special resolution.

For the purposes of this notice, capitalised terms shall have the meaning ascribed to them in the circular to shareholders of which this notice forms part (“**Document**”) (unless the context otherwise requires, or they are otherwise defined).

ORDINARY RESOLUTION

1. **THAT** the waiver granted by the Panel on Takeovers and Mergers of any requirement under Rule 9 of The Code on Takeovers and Mergers for the Concert Party to make a general offer to Shareholders of the Company as a result of the issue of up to 73,233,406 Conversion Shares, as more fully described in the Document, be and is hereby approved.
2. **THAT**, subject to the passing of resolution 1 set out in the notice convening this meeting, for the purposes of section 551 of the Companies Act 2006 (the “**Act**”), the Directors be and are hereby generally and unconditionally authorised (in addition to all existing authorities) to allot shares in the Company or grant rights to subscribe for, or to convert any security into, shares in the Company, as is contemplated in sub-sections 551(1)(a) and 551(1)(b) respectively of the Act up to a maximum nominal amount of £732,334.06 pursuant to the Subscription Agreement and the Convertible Loan Note Instrument (as defined in the Document) during the period expiring on the earlier of (i) 6 June 2022; and (ii) the date falling 12 (twelve) months from the date of issue of the Convertible Loan Notes (as defined in the Document), save that the Company may prior to the expiry of such period make any offer or agreement which would or might require such shares to be allotted or such rights to be granted after the expiry of the said period and the Directors may allot any such shares and grant any such subscription and conversion rights in pursuance of any such offer or agreement notwithstanding the expiry of the authority given by this resolution in accordance with the provisions of section 551(7)(b) of the Act.

SPECIAL RESOLUTION

3. **THAT**, in addition to all existing authorities, subject to the passing of resolutions 1 and 2 set out in the notice convening this meeting, the Directors be and are hereby empowered in accordance with section 570 of the Act to allot equity securities (as defined in section 560 of the Act) for cash, pursuant to the authority conferred on them to allot such shares or grant such rights by resolution 2, up to a maximum nominal value of £732,334.06 as if subsection (1) of section 561 of the Act did not apply to any such allotment.

BY ORDER OF THE BOARD

Walter Roberts
Company Secretary

Registered Office:
The Wheat House
98 High Street
Odiham
Hampshire
RG29 1LP

Date: 6 January 2021

General Notes:

1. In view of current guidance issued by the UK government restricting social gatherings, which would prohibit shareholders attending the General Meeting, the Company requests that shareholders vote on the Resolution being put to the General Meeting by appointing the chairman of the General Meeting as a proxy to ensure your vote is recognised and giving voting instructions in advance, either using the enclosed Form of Proxy via post, or through CREST.
2. For the same reasons, the Company, with regret, requests that shareholders do not attend the General Meeting in person irrespective of whether the restrictions on social gatherings remain in place. Where a Shareholder is experiencing issues posting their completed and signed Form of Proxy to the Company's Registrar, they may email a scan of the completed and signed Form of Proxy to the Company's email address, info@egdon-resources.com, by no later than 9.00 a.m. on 20 January 2021 with the subject "VOTING" and the Company will endeavour to ensure that these votes are included in the poll.
3. The deadline for submission of proxy votes is 10.00 a.m. on 20 January 2021.
4. As a member of the Company you are entitled to appoint a proxy to exercise all or any of your rights to vote at a general meeting of the Company. Details of how to appoint the Chairman of the meeting or another person as your proxy using the form of proxy are set out in the notes to the form of proxy. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. Due to the UK Government restrictions relating to COVID-19 and restrictions on attending the General Meeting, you are strongly encouraged to appoint the Chairman of the meeting as your proxy to ensure your vote is recognised at the General Meeting. Other named proxies will not be allowed to attend the General Meeting and their votes will not be counted.
5. Entitlement to vote at the meeting and the number of votes which may be cast thereat will be determined by reference to the register of members of the Company at close of business on the day which is two days before the day of the meeting. Changes to entries on the register of members after that time shall be disregarded in determining the rights of any person to vote at the meeting.
6. As at the date of this notice of general meeting the Company's issued share capital comprised 328,315,625 ordinary shares of 1p each. Each share carries one vote save that only Independent Shareholders are permitted to vote on Resolution 1.
7. A member of the Company which is a corporation may authorise a person or persons to act as its representative(s) at the meeting. Each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of the Company, provided that they do not do so in relation to the same shares. It is no longer necessary to nominate a designated corporate representative.
8. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s) should refer to their CREST sponsors or voting service provider(s), who will be able to take the appropriate action on their behalf.
9. To appoint one or more proxies or to give an instruction to a proxy (whether previously appointed or otherwise) via the CREST system, CREST messages must be received by the issuer's agent (ID number RA10) by no later than 10.00 a.m. on 20 January 2021. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the issuer's agent is able to retrieve the message. The Company may treat as invalid a proxy appointment sent by CREST in the circumstances set out in Regulation 35(5) (a) of the Uncertificated Securities Regulations 2001.
10. CREST members and, where applicable, their CREST sponsors or voting service provider(s) should note that Euroclear UK & Ireland Limited 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 a voting service provider(s), to procure that his 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. In this connection, CREST members and, where applicable, their CREST sponsors or voting service provider(s) are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.