

Marked-up to show the changes to be proposed to shareholders at the 2025 AGM

Adopted by the board of directors of Energean plc on 2 March 2018, conditional upon Admission.

Amended by the Remuneration Committee on 9 September 2024.

As amended by the Remuneration Committee on [] [] 2025 following the approval of shareholders at the 2025 Annual General Meeting on [] [] 2025

Expiry date: 21 March 2028

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THE ENERGЕАН PLC LONG-TERM INCENTIVE PLAN

1. DEFINITIONS AND INTERPRETATION

1.1 In this Plan, unless otherwise stated, the words and expressions below have the following meanings:

"Admission"	the day on which the Shares are admitted to the FCA's Official List and to trading on the London Stock Exchange's market for listed securities;
"Admission Awards"	the Awards granted in respect of Admission described in section 8.5 of Part 16 of the Company's prospectus relating to Admission;
"Award"	a Conditional Award or a Nil-Cost Option (or a Cash Conditional Award or Cash Nil-Cost Option granted under Schedule 1 to the Plan);
"Board"	subject to rule 13.8, the board of the Company or any duly authorised committee of the board;
"Company"	Energean plc registered in England and Wales under number 10758801;
"Conditional Award"	a right to acquire Shares subject to the rules of the Plan with no Exercise Period;
"Control"	the meaning given by section 995 of the Income Tax Act 2007;
"Dealing Day"	any day on which the London Stock Exchange is open for business;
"Dealing Restrictions"	restrictions imposed by the Company's share dealing code, the Listing Rules, the MAR or any other applicable laws or regulations which impose restrictions on share dealing;
"Eligible Employee"	an employee (including an executive director) of the Company or any of its Subsidiaries;
"Exercise Period"	the period during which a Nil-Cost Option may be exercised, such period not to exceed ten years from the Grant Date;
"FCA"	the United Kingdom Financial Conduct Authority, or any successor body;
"Grant Date"	the date on which an Award is granted;
"Grant Period"	the period of 42 days beginning on: <ul style="list-style-type: none">i. Admission;ii. the first Dealing Day after the day on which the Company makes an announcement of its results for any period; or

- iii. any day on which the Board resolves that exceptional circumstances exist which justify the grant of Awards;

unless the Company is restricted from granting Awards under the Plan during the periods specified above as a result of any Dealing Restrictions, in which case the relevant Grant Period will be 42 days beginning on the Dealing Day after such Dealing Restrictions are lifted;

"Group Member"

the Company, any Subsidiary of the Company, any company which is (within the meaning given by section 1159 of the Companies Act 2006) the Company's holding company or a Subsidiary of the Company's holding company or, if the Board so determines, any body corporate in relation to which the Company is able to exercise at least 20% of the equity voting rights and **"Group"** will be construed accordingly;

"Holding Period"

a period of up to two years, as determined by the Board, beginning on the Vesting Date;

"Internal Reorganisation"

where immediately after a change of Control of the Company, all or substantially all of the issued share capital of the acquiring company is owned directly or indirectly by the persons who were shareholders in the Company immediately prior to the change of Control;

"Listing Rules"

the FCA's listing rules, as amended from time to time;

"London Stock Exchange"

the London Stock Exchange or any successor body;

"MAR"

the EU Market Abuse Regulation 596/2014 and any associated EU Regulation, and also such regulations to the extent each is incorporated into the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by any instrument related to their incorporation into the law of the United Kingdom;

"Nil-Cost Option"

a right to acquire Shares subject to the rules of the Plan during an Exercise Period for nil cost;

"Normal Release Date"

the date on which an Award will normally be Released, which:

- i. in relation to an Award to which no Holding Period applies, will be the Vesting Date; and
- ii. in relation to an Award to which a Holding Period applies, will be the first Dealing Day immediately after the end of the Holding Period;

"Participant"

any person who holds an Award (or, in respect of rules 8.5 and 8.7, any person to whom Shares have been issued or transferred or to whom cash is paid in respect of an Award) or following his or her death, his or her personal representatives;

"Performance Condition"	a condition or conditions imposed under rule 3.1 which relates to performance;
"Performance Period"	the period over which a Performance Condition will be measured which, unless the Board determines otherwise, will be at least three years;
"Plan"	the Energear plc 2018 Long-Term Incentive Plan as amended from time to time;
"Pro-Rating Period"	<ul style="list-style-type: none"> i. in relation to an Award which is subject to a Performance Condition, the Performance Period; and ii. in relation to an Award which is not subject to a Performance Condition, the period beginning on the Grant Date and ending on the Vesting Date, <p>(or such other period as the Board may determine at any time);</p>
"Recruitment Award"	an Award to facilitate the recruitment of an Eligible Employee;
"Release"	<ul style="list-style-type: none"> i. in relation to a Conditional Award, the point at which a Participant becomes entitled to receive the Shares under their Award in accordance with the rules of the Plan; and ii. in relation to a Nil-Cost Option, the point at which it becomes capable of exercise in accordance with the rules of the Plan, <p>and "Released" and "Unreleased" will be construed accordingly;</p>
"Release Date"	the date on which an Award is Released;
"Share"	a fully paid ordinary share in the capital of the Company;
"Subsidiary"	the meaning given by section 1159 of the Companies Act 2006;
"Tax Liability"	any tax, social security contributions, levy, charge or other payroll deductions required by law arising out of or in connection with an Award for which the Participant is liable (or which may be recovered from the Participant) and for which any Group Member or former Group Member is obliged to pay or account to any relevant authority, or any reasonable estimate thereof;
"Trustee"	the trustee or trustees for the time being of any employee benefit trust, the beneficiaries of which include Eligible Employees;
"Vest"	<ul style="list-style-type: none"> i. in relation to an Award which is subject to a Performance Condition, the date on which the Board determines the extent to which the Performance Condition has been satisfied in accordance with rule 9.1, such that, subject to the rules of the Plan, the number of Shares to be Released is determined (or such later date determined by the Board on or prior to the Grant Date); and

- ii. in relation to an Award which is not subject to a Performance Condition, the occurrence of the third anniversary of the Grant Date (or such other date determined by the Board)

and “**Vesting**”, “**Vested**” and “**Unvested**” will be construed accordingly; and

“Vesting Date”

the date on which an Award Vests.

1.2 References in the Plan to:

- 1.2.1 any statutory provisions are to those provisions as amended or re-enacted from time to time;
- 1.2.2 the singular include the plural and vice versa; and
- 1.2.3 the masculine include the feminine and vice versa.

1.3 Headings do not form part of the Plan.

2. GRANT OF AWARDS

- 2.1 Subject to rule 2.2, during a Grant Period, the Board may grant an Award to an Eligible Employee in its discretion subject to the rules of the Plan and upon such additional terms as the Board may determine.
- 2.2 The grant of an Award will be subject to obtaining any approval or consent required by the FCA (or other relevant authority), any Dealing Restrictions and any other applicable laws or regulations (whether in the UK or overseas).
- 2.3 Awards must be granted by deed (or in such other written form as the Board determines) and, as soon as reasonably practicable after the Grant Date, Participants must be notified of the terms of their Award including any Performance Condition, any Holding Period and such additional terms as the Board may consider appropriate.
- 2.4 No Award may be granted under the Plan after the tenth anniversary of Admission (being 21 March 2028).

3. PERFORMANCE CONDITION

- 3.1 Unless the Board determines otherwise, Awards will be subject to the satisfaction of a Performance Condition, provided that an Award (other than a Recruitment Award) granted to an executive director of the Company must be subject to the satisfaction of a Performance Condition. Subject to rules 12 and 13, the Performance Condition will be measured over the Performance Period.
- 3.2 The Board may amend or substitute a Performance Condition if one or more events occur which cause the Board to consider that a substituted or amended Performance Condition would be more appropriate and would not be materially less difficult to satisfy.

4. RESTRICTIONS ON TRANSFER AND BANKRUPTCY

- 4.1 An Award must not be transferred, assigned, charged or otherwise disposed of in any way (except in the event of the Participant’s death, to their personal representatives) and will lapse immediately on any attempt to do so.
- 4.2 An Award will lapse immediately if the Participant is declared bankrupt or, if the Participant is outside the UK, any analogous event occurs.

5. DIVIDEND EQUIVALENTS

- 5.1 The Board may decide at any time prior to the issue or transfer of the Shares in respect of which an Award is Released that the Participant will receive an amount (in cash and/or additional Shares) equal in value to any dividends that would have been paid on those Shares on such terms and over such period (ending no later than the Release Date) as the Board may determine. This amount may assume the reinvestment of dividends (on such basis as the Board may determine) and may exclude or include special dividends.
- 5.2 Any such amount will be payable within 30 days after Release or, in the case of a Nil-Cost Option, exercise, of the relevant Award.

6. INDIVIDUAL LIMIT

- 6.1 No Eligible Employee may be granted an Award (other than a Recruitment Award) which would, at the time it is granted, cause the market value (as determined by the Board) of all the Shares subject to Awards (other than Recruitment Awards) granted to that Eligible Employee in respect of a particular financial year of the Company to exceed ~~200%~~300% of their base salary.
- 6.2 To the extent any Award exceeds the limit in rule 6.1 it will be scaled back accordingly.
- 6.3 No Eligible Employee may be granted more than one Recruitment Award.

7. PLAN LIMIT

- 7.1 The Board must not grant an Award which would cause the number of Shares allocated under the Plan and under any other employee share plan adopted by the Company to exceed such number as represents ten per cent of the ordinary share capital of the Company in issue.
- 7.2 Subject to rules 7.3 and 7.4, in determining the limit set out in rule 7.1, Shares are treated as allocated if, on any day, they have been newly issued by the Company or transferred from treasury to satisfy an option, award or other right granted during the period of ten years prior to that day (an "**award**"), or in the case of such an award in respect of which Shares are yet to be delivered, if the Board intends that new Shares will be issued or that Shares from treasury will be transferred and for these purposes the number of Shares allocated includes:
- 7.2.1 Shares which have been issued or may be issued to any Trustee; and
- 7.2.2 Shares which have been or may be transferred from treasury to any Trustee
- in either case for the Trustee to then transfer to satisfy an award (unless these Shares have already been counted under this rule).
- 7.3 The Board may determine that Shares transferred from treasury will cease to count as allocated for the purposes of rule 7.2 if guidelines published by institutional investor representative bodies no longer require such Shares to be counted.
- 7.4 The number of Shares allocated does not include:
- 7.4.1 Shares issued (or transferred from treasury) or committed to be issued (or transferred from treasury) to satisfy awards granted prior to Admission or the Admission Awards;
- 7.4.2 Shares that were allocated to satisfy awards to the extent that such awards have lapsed or been relinquished;
- 7.4.3 existing Shares (other than treasury Shares) which have been transferred to satisfy awards or which have been allocated to satisfy awards; and
- 7.4.4 Shares allocated in respect of awards which are then satisfied in cash.

- 7.5 If the Board purports to grant one or more Awards which are inconsistent with the limit set out in rule 7.1, each such Award will be reduced as determined by the Board and will take effect from the Grant Date over the maximum number of Shares permitted by that limit.
- 7.6 The Board may make such adjustments to the method of assessing the limit set out in rule 7.1 as it considers appropriate in the event of any variation of the Company's share capital.

8. REDUCTION OF AWARDS (MALUS) AND CLAWBACK

- 8.1 Notwithstanding any other rule of the Plan, this rule 8 applies to each Award and will continue to apply after the cessation of a Participant's office or employment with a Group Member for any reason, whether or not the cessation is lawful.
- 8.2 The Board may, in its discretion, determine that the provisions of either or both rules 8.4 (malus) and 8.5 (clawback) should be applied to an Award if any of the circumstances referred to in rule 8.3 arise, and in either case where such circumstances occur within the period beginning on the Grant Date (or, where an Award is subject to a Performance Condition, the start of the Performance Period) and ending on the fifth anniversary of the Grant Date.
- 8.3 The circumstances referred to in rule 8.2 are:
- 8.3.1 a material misstatement of any Group Member's audited accounts;
 - 8.3.2 an error in assessing a Performance Condition applicable to the Award or in the information or assumptions on which the Award was granted, Vests or is Released;
 - 8.3.3 a material failure of risk management in any Group Member or a relevant business unit;
 - 8.3.4 serious reputational damage to any Group Member or a relevant business unit;
 - 8.3.5 serious misconduct or material error on the part of the Participant; or
 - 8.3.6 any other circumstances which the Board in its discretion considers to be similar in their nature or effect to those in rules 8.3.1 to 8.3.5.

Application of malus prior to Vesting

- 8.4 The Board may, in its discretion, determine at any time prior to the Vesting of an Award to:
- 8.4.1 reduce (including to zero) the number of Shares to which an Award relates; and
 - 8.4.2 impose further conditions on an Award.

Application of clawback on or after Vesting

- 8.5 The Board may, in its discretion, determine at any time on or after the Vesting of an Award and, unless rule 8.6 applies, prior to the fifth anniversary of the Grant Date, to:
- 8.5.1 take the action referred to in rule 8.4 if Shares or cash have not been delivered to satisfy the Release or exercise of the Award;
 - 8.5.2 require a Participant to make a cash payment to the Company in respect of some or all of the Shares or cash delivered to the Participant under the Award; and/or
 - 8.5.3 require a Participant to transfer for nil consideration some or all of the Shares delivered to the Participant under the Award

and the Board will have the discretion to determine the basis on which the amount of cash or Shares is calculated including whether and if so to what extent to take account of any tax or social security liability applicable to the Award.

8.6 If the action or conduct of any Participant, Group Member or relevant business unit is under investigation by the Company, or the Company has been notified by a regulatory authority that an investigation into such action or conduct has begun, prior to the fifth anniversary of the Grant Date and such investigation has not been or is not expected to be concluded by that date, the Board may extend the period referred to in rule 8.5 to end on such later date as the Board considers appropriate to allow such investigation to be concluded.

8.7 The Board may decide to:

8.7.1 reduce (including to zero) the number of Shares to which an Award relates;

8.7.2 impose further conditions on an Award; and/or

8.7.3 require a Participant to transfer for nil consideration some or all of the Shares delivered to the Participant under an Award or make a cash payment to the Company in respect of some or all of the Shares delivered to the Participant under an Award,

to effect the recovery of sums paid or Shares delivered under any malus or clawback provisions which are included in any bonus plan or share plan (other than the Plan) operated by any Group Member and if the Board decides to apply rule 8.7.3, the Board will have the discretion to determine the basis on which the amount of cash or Shares is calculated including whether and if so to what extent to take account of any tax or social security liability applicable to the Award.

8.8 For the purposes of this rule 8, references to a Group Member or a relevant business unit include references to any former Group Member or former business unit.

9. VESTING, RELEASE AND EXERCISE

9.1 As soon as reasonably practicable after the end of the Performance Period relating to an Award in respect of which a Performance Condition has been imposed, the Board will determine if and to what extent the Performance Condition has been satisfied, and, accordingly, the extent to which the Award will, subject to rule 9.2, Vest. To the extent that the Performance Condition has not been satisfied in full, the remainder of the Award will lapse immediately.

9.2 As soon as reasonably practicable after the end of the Performance Period (or, in the case of an Award that is not subject to a Performance Condition, on such date prior to the Vesting Date as the Board may determine), the Board may in its discretion, adjust (including by reducing to nil) the extent to which an Award would (but for this rule 9.2) Vest if it considers that:

9.2.1 such Vesting level does not reflect the underlying financial or non-financial performance of the Participant or the Group over the Performance Period (or, in the case of an Award that is not subject to a Performance Condition, the period between the Grant Date and the Vesting Date);

9.2.2 such Vesting level is not appropriate in the context of circumstances that were unexpected or unforeseen at the Grant Date; or

9.2.3 there exists any other reason why an adjustment is appropriate,

taking into account such factors as the Board considers relevant.

9.3 Subject to rules 10, 12 and 13, an Award will be Released on the Normal Release Date unless on the Normal Release Date (or on any other date on which an Award is due to be Released under rule 12 or 13):

9.3.1 a Dealing Restriction applies to the Participant, in which case an Award will be Released on the date on which such Dealing Restriction lifts; or

9.3.2 the action or conduct of any Participant, Group Member or relevant business unit is under investigation pursuant to rule 8 and such investigation has not yet been concluded by that date,

in which case an Award will be Released on such later date as the Board considers appropriate to allow such investigation to be concluded; and

9.3.3 a Nil-Cost Option may then be exercised until the tenth anniversary of the Grant Date (or such earlier date as the Board may determine on or prior to the Grant Date) in such manner as the Board determines, after which time it will lapse.

9.4 Subject to rules 10 and 11, where a Conditional Award has been Released or a Nil-Cost Option has been exercised, the number of Shares in respect of which the Award has been Released or exercised together with any additional Shares or cash to which a Participant becomes entitled under rule 5 will be issued, transferred or paid (as applicable) to the Participant within 30 days thereafter.

10. TAXATION AND REGULATORY ISSUES

10.1 A Participant will be responsible for and indemnifies each relevant Group Member and the Trustee against any Tax Liability relating to their Award. Any Group Member and/or the Trustee may withhold an amount equal to such Tax Liability from any amounts due to the Participant (to the extent such withholding is lawful) and/or make any other arrangements as it considers appropriate to ensure recovery of such Tax Liability including, without limitation, the sale of sufficient Shares acquired subject to the Award to realise an amount equal to the Tax Liability.

10.2 The Release of an Award, the exercise of a Nil-Cost Option and the issue or transfer of Shares under the Plan will be subject to obtaining any approval or consent required by the FCA (or any other relevant authority), any Dealing Restrictions or any other applicable laws or regulations (whether in the UK or overseas).

11. CASH EQUIVALENT

11.1 Subject to rule 11.2, at any time prior to the date on which Shares in respect of which an Award that has been Released or exercised have been issued or transferred to a Participant, the Board may determine that, in substitution for their right to acquire some or all of the Shares to which their Award relates, the Participant will instead receive a cash sum. The cash sum will be equal to the market value (as determined by the Board) of that number of the Shares which would otherwise have been issued or transferred and for these purposes:

11.1.1 in the case of a Conditional Award, market value will be determined on the Release Date;

11.1.2 in the case of a Nil-Cost Option, market value will be determined on the date of exercise; and

11.1.3 the cash sum will be paid to the Participant within 30 days after the Release of the Conditional Award or the exercise of the Nil-Cost Option (or, if later, the date of the determination by the Board under this rule 11.1) net of any Tax Liability.

11.2 The Board may determine that this rule 11 will not apply to an Award, or any part of it.

12. CESSATION OF EMPLOYMENT

12.1 If a Participant ceases to hold office or employment with a Group Member prior to the Vesting Date other than in accordance with rule 12.2 or 12.5, their Unvested Award will lapse at that time.

12.2 If a Participant dies, unless the Board determines otherwise:

12.2.1 an Unvested Award will be Released in accordance with rule 12.3 as soon as reasonably practicable after the date of their death; and

12.2.2 a Vested but Unreleased Award will be Released as soon as reasonably practicable after the date of their death to the extent already determined in accordance with rule 9.1.

12.3 The number of Shares in respect of which an Unvested Award is Released pursuant to rule 12.2.1 will be determined by the Board in its discretion, taking into account:

12.3.1 the extent to which any Performance Condition has, in the Board's opinion, been satisfied;

12.3.2 whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 12.3.2) Vest if it considers that rule 9.2.1, 9.2.2 or 9.2.3 applies, taking into account such factors as the Board considers relevant; and

12.3.3 unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed at the date of death,

and to the extent that an Award is not Released in full, the remainder will lapse immediately.

12.4 If a Participant dies, a Nil-Cost Option may be exercised until the first anniversary of the date of death (or such other period as the Board may determine) after which time it will lapse unless it lapses earlier under rule 13.

12.5 If a Participant ceases to hold office or employment with a Group Member prior to the Vesting Date as a result of:

12.5.1 ill-health, injury or disability as established to the satisfaction of the Board;

12.5.2 redundancy within the meaning given by section 139(1) of the Employment Rights Act 1996 or any overseas equivalent;

12.5.3 the Participant's employing company ceasing to be a Group Member or the transfer of an undertaking or part of an undertaking (in which the Participant is employed) to a person who is not a Group Member; or

12.5.4 any other reason at the Board's discretion, except where a Participant is dismissed for gross misconduct,

unless the Board determines that an Award will be Released in accordance with rule 12.6, an Award will continue and, subject to it being Released or lapsing earlier under rule 13, will be Released in accordance with rule 12.7 on the Normal Release Date.

12.6 If the Board determines that an Award will be Released in accordance with this rule 12.6, it will be Released in accordance with rule 12.7 as soon as reasonably practicable after the date of the Participant's cessation of office or employment (or on such other date as determined by the Board).

12.7 The number of Shares in respect of which the Award is Released pursuant to rule 12.5 or 12.6 will be determined by the Board in its discretion, taking into account:

12.7.1 the extent to which any Performance Condition has, in the Board's opinion, been satisfied at the end of the Performance Period (if rule 12.5 applies) or at the date of the Participant's cessation of office or employment or such other date as determined by the Board (if rule 12.6 applies);

12.7.2 whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 12.7) Vest, if it considers that rule 9.2.1, 9.2.2 or 9.2.3 applies, taking into account such factors as the Board considers relevant; and

12.7.3 unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of such cessation of office or employment,

and to the extent that an Award is not Released in full, the remainder will lapse immediately.

12.8 Subject to rule 12.4, a Nil-Cost Option may be exercised for a period of six months from the Release Date (or such other period as the Board may determine) after which time it will lapse unless it lapses earlier under rule 13.

12.9 Subject to rule 12.2, if a Participant ceases to hold office or employment with a Group Member on or after the Vesting Date but prior to the Normal Release Date for any reason (unless the Participant ceases to hold office or employment because of gross misconduct, in which case the Award will lapse on the date of such

cessation), unless the Board determines that their Award will be Released in accordance with rule 12.10, it will continue and be Released on the Normal Release Date, subject to it being Released or lapsing earlier under rule 13.

12.10 If the Board determines that an Award will be Released in accordance with this rule 12.10, it will be Released as soon as reasonably practicable after the date of the Participant's cessation of office or employment.

12.11 Subject to rule 12.4, where a Participant ceases to hold office or employment with a Group Member on or after the Vesting Date (except where the Participant ceases to hold office or employment with a Group Member because of gross misconduct, in which case their Nil-Cost Option will lapse on the date of such cessation), their Nil-Cost Option may be exercised for a period of six months (or such other period as the Board may determine) from:

12.11.1 the date of such cessation, if it has already been Released on that date; or

12.11.2 the Release Date, to the extent that it is Released in accordance with rule 12.9 or 12.10

after which time it will lapse, unless it lapses earlier under rule 13.

12.12 For the purposes of the Plan, no person will be treated as ceasing to hold office or employment with a Group Member until that person no longer holds:

12.12.1 an office or employment; or

12.12.2 a right to return to work

with any Group Member unless the Board determines that a person will be treated as ceasing to hold office or employment with a Group Member on the date such person serves notice of termination of office or employment.

13. CORPORATE EVENTS

13.1 Where any of the events described in rule 13.3 occur, subject to rules 13.6 and 13.7, all Unreleased Awards will be Released (in the case of Unvested Awards, in accordance with rule 13.2) at the time of such event. A Nil-Cost Option will (whether it was Released under this rule 13.1 or earlier), subject to rules 13.6 and 13.7, lapse after a period of one month (or such other period as the Board may determine) from the date of the relevant event.

13.2 Any Unvested Award will be Released pursuant to rule 13.1 to the extent determined by the Board, taking into account the extent to which any Performance Condition has, in the Board's opinion, been satisfied and whether it is appropriate to adjust (including by reducing to nil) the extent to which the Award would (but for this rule 13.2) Vest, if it considers that rule 9.2.1, 9.2.2 or 9.2.3 applies, taking into account such factors as the Board considers relevant and:

13.2.1 if a Participant has already ceased to hold office or employment with a Group Member, in accordance with rule 12.7.3 unless the Board determines otherwise; and

13.2.2 in all other circumstances, unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of the relevant event,

and to the extent that an Award is not Released, or is not exchanged in accordance with rules 13.6 and 13.7, it will lapse immediately.

13.3 The events referred to in rule 13.1 are:

13.3.1 General offer

If any person (either alone or together with any person acting in concert with them):

i. obtains Control of the Company as a result of making a general offer to acquire Shares; or

- ii. already having Control of the Company, makes an offer to acquire all of the Shares other than those which are already owned by them

and such offer becomes wholly unconditional.

13.3.2 Scheme of arrangement

A compromise or arrangement in accordance with section 899 of the Companies Act 2006 for the purposes of a change of Control of the Company is sanctioned by the Court.

13.4 Winding-up

On the passing of a resolution for the voluntary winding-up or the making of an order for the compulsory winding up of the Company, the Board will determine:

- 13.4.1 whether and to what extent Unreleased Awards will be Released taking into account the extent to which any Performance Condition has, in the Board's opinion, been satisfied, whether it considers that rule 9.2.1, 9.2.2 or 9.2.3 applies and, unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of the relevant event; and
- 13.4.2 the period of time during which any Released Nil-Cost Option may be exercised, after which time it will lapse.

To the extent that an Award is not Released it will lapse immediately.

13.5 Other events

If the Company is or may be affected by a demerger, delisting, special dividend or other event which, in the opinion of the Board, may materially affect the current or future value of Shares, the Board may determine that an Award will be Released, in which case:

- 13.5.1 the Award will be Released taking into account the extent to which any Performance Condition has in the Board's opinion, been satisfied, whether it considers that rule 9.2.1, 9.2.2 or 9.2.3 applies and, unless the Board determines otherwise, the proportion of the Pro-Rating Period that has elapsed on the date of the relevant event; and
- 13.5.2 the Board will determine the period during which any Released Nil-Cost Option may be exercised, after which time it will lapse.

To the extent that the Award is not Released it will lapse immediately, unless the Board determines otherwise.

13.6 Exchange

An Award will not be Released and a Nil-Cost Option will not lapse under rule 13.1 but will be exchanged on the terms set out in rule 13.7 to the extent that:

- 13.6.1 an offer to exchange the Award is made and accepted by a Participant;
- 13.6.2 there is an Internal Reorganisation, unless the Board determines that an Award should be Released under rule 13.1; or
- 13.6.3 the Board decides (prior to the relevant event) that an Award will be exchanged automatically.

13.7 Exchange terms

If this rule 13.7 applies, the Award will not be Released (if not already Released) but will be exchanged in consideration of the grant of a new award (the "**New Award**") which, in the opinion of the Board, is equivalent to the Award, but relates to shares in a different company (whether the acquiring company or a different company). The rules of this Plan will be construed in relation to the New Award as if:

- 13.7.1 the New Award was an Award granted under the Plan at the same time as the Award;
- 13.7.2 references to any Performance Conditions were references to such new performance conditions relating to the business or shares of the company whose shares are subject to the New Award (or any member of its group as the Board may consider appropriate in the circumstances);
- 13.7.3 references to the Company were references to the company whose shares are subject to the New Award; and
- 13.7.4 references to Shares were references to shares in the company whose shares are the subject of the New Award.

13.8 Meaning of Board

Any reference to the Board in this rule 13 means the members of the Board immediately prior to the relevant event.

14. ADJUSTMENTS

- 14.1 The number of Shares subject to an Award may be adjusted in such manner as the Board determines, in the event of:
 - 14.1.1 any variation of the share capital of the Company; or
 - 14.1.2 a demerger, delisting, special dividend or other event which may, in the opinion of the Board, affect the current or future value of Shares.
- 14.2 The Board may also adjust any Performance Condition.

15. AMENDMENTS

- 15.1 Except as described in this rule 15, the Board may at any time amend the rules of the Plan or the terms of any Award.
- 15.2 Subject to rule 15.3, no amendment to the advantage of Eligible Employees and/or Participants will be made under this rule 15 to the provisions relating to:
 - 15.2.1 the persons to whom, or for whom, Shares or cash are provided under the Plan;
 - 15.2.2 limitations on the number or amount of Shares or cash subject to the Plan;
 - 15.2.3 the maximum entitlement for any one Participant;
 - 15.2.4 the basis for determining a Participant's entitlement to, and the terms of, Shares or cash to be provided under the Plan;
 - 15.2.5 the adjustments that may be made in the event of a variation of capital; and
 - 15.2.6 the terms of this rule 15.2

without prior approval of the members of the Company in general meeting.
- 15.3 Rule 15.2 will not apply to any minor amendment which is to benefit the administration of the Plan or is necessary or desirable to take account of any change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment for any Group Member or Participant.
- 15.4 No amendment to the material disadvantage of existing rights of Participants (except in respect of the Performance Condition) will be made under rule 15.1 unless:

15.4.1 every Participant who may be affected by such amendment has been invited to indicate whether or not they approve the amendment; and

15.4.2 the amendment is approved by a majority of those Participants who have so indicated.

15.5 No amendment will be made under this rule 15 if it would prevent the Plan from being an employees' share scheme in accordance with section 1166 of the Companies Act 2006.

15.6 The Board may, at any time, establish further schedules to the Plan for overseas territories. Any such schedule will be similar to the Plan but may be modified to take account of local tax, exchange control or securities laws. Any Shares made available must be treated as counting against the limits set out in rules 6 and 7.

16. LEGAL ENTITLEMENT

16.1 This rule 16 applies during a Participant's employment with any Group Member and after the termination of such employment, whether or not the termination is lawful.

16.2 Nothing in the Plan or its operation forms part of the terms of employment of a Participant and the rights and obligations arising from a Participant's employment with any Group Member are separate from, and are not affected by, the Participant's participation in the Plan. Participation in the Plan does not create any right to continued employment with a Group Member for any Participant.

16.3 The grant of any Award to a Participant does not create any right for that Participant to be granted any further Awards or to be granted Awards on any particular terms, including the number of Shares to which Awards relate.

16.4 By participating in the Plan, a Participant waives all rights to compensation for any loss in relation to the Plan, including:

16.4.1 any loss or reduction of any rights or expectations under the Plan in any circumstances or for any reason (including lawful or unlawful termination of the Participant's employment);

16.4.2 any exercise of a discretion or a decision taken in relation to an Award or to the Plan, or any failure to exercise a discretion or take a decision; and

16.4.3 the operation, suspension, termination or amendment of the Plan.

17. GENERAL

17.1 The Plan will terminate on the tenth anniversary of Admission, or at any earlier time by the passing of a resolution by the Board or an ordinary resolution of the Company in general meeting. Termination of the Plan will be without prejudice to the existing rights of Participants.

17.2 Shares issued or transferred from treasury under the Plan will rank equally in all respects with the Shares then in issue, except that they will not rank for any voting, dividend or other rights attaching to Shares by reference to a record date preceding the date of issue or transfer from treasury.

17.3 The personal data of any Eligible Employee, Participant or former Participant may be processed in connection with the operation of the Plan in accordance with the Group's prevailing data protection policy and as notified to Eligible Employees pursuant to a privacy notice or otherwise. If an Eligible Employee, Participant or former Participant is employed outside the European Economic Area and outside the United Kingdom and consent is needed for processing of their personal data in connection with the operation of the Plan, by participating in the Plan, they consent to such processing of their personal data.

17.4 The Plan will be administered by the Board. The Board will have full authority, consistent with the Plan, to administer the Plan, including authority to interpret and construe any provision of the Plan and to adopt regulations for administering the Plan. Decisions of the Board will be final and binding on all parties.

- 17.5 Any notice or other communication in connection with the Plan may be delivered personally or sent by electronic means or post, in the case of a company to its registered office (for the attention of the company secretary), and in the case of an individual to their last known address, or, where they are a director or employee of a Group Member, either to their last known address or to the address of the place of business at which they perform the whole or substantially the whole of the duties of their office or employment. Where a notice or other communication is given by post, it will be deemed to have been received 72 hours after it was put into the post properly addressed and stamped, and if by electronic means, when the sender receives electronic confirmation of delivery or if not available, 24 hours after sending the notice.
- 17.6 No benefits received under the Plan will be pensionable.
- 17.7 No third party will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Plan (without prejudice to any right of a third party which exists other than under that Act).
- 17.8 The rules of the Plan will be governed by and construed in accordance with the laws of England and Wales. Any person referred to in the Plan submits to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

1. CASH AWARDS

- 1.1 The rules of the Energean plc 2018 Long-Term Incentive Plan will apply to a right to receive a cash sum granted under this Schedule 1 as if it was either a Conditional Award (a "**Cash Conditional Award**") or a Nil-Cost Option (a "**Cash Nil-Cost Option**") except as set out in this Schedule 1. Where there is any conflict between the rules of the Plan and this Schedule 1, the terms of this Schedule 1 will prevail.
- 1.2 Each Cash Conditional Award or Cash Nil-Cost Option will relate to a certain number of notional Shares.
- 1.3 On the Release of a Cash Conditional Award or the exercise of a Cash Nil-Cost Option, the Participant will be entitled to receive a cash sum, calculated by reference to the value of the number of notional Shares to which the Cash Conditional Award or Cash Nil-Cost Option relates, on the following basis:
 - 1.3.1 in the case of a Cash Conditional Award the cash sum will be equal to the market value (as determined by the Board) of the notional Shares to which the Cash Conditional Award relates on the Release Date; and
 - 1.3.2 in the case of a Cash Nil-Cost Option the cash sum will be equal to the market value (as determined by the Board) of the notional Shares to which the Cash Nil-Cost Option relates on the date of exercise.
- 1.4 The cash sum payable under paragraph 1.3 above will be paid to the Participant within 30 days after the Release of the Cash Conditional Award or the exercise of the Cash Nil-Cost Option, net of any Tax Liability as may be required by law.
- 1.5 A Cash Conditional Award or Cash Nil-Cost Option will not confer any right on the holder to receive Shares or any interest in Shares.
- 1.6 Unless the Board determines otherwise on or before the Grant Date of a Cash Conditional Award or a Cash Nil-Cost Option, the Board may, at any time prior to the date on which the cash sum becomes payable under paragraph 1.3 above, determine that a Cash Conditional Award or a Cash Nil-Cost Option will be converted into a Conditional Award or a Nil-Cost Option under the rules of the Plan over the same number of Shares as the number of notional Shares to which the Cash Conditional Award or Cash Nil-Cost Option relates.