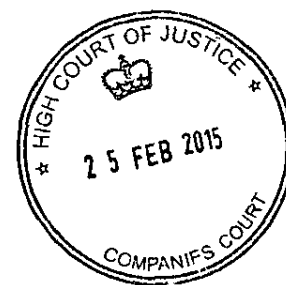


IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT
MR JUSTICE BARLING

No. 99 of 2015



IN THE MATTER OF SALAMANDER ENERGY PLC

-and-

IN THE MATTER OF THE COMPANIES ACT 2006

UPON THE ADJOURNED HEARING OF THE CLAIM dated 6 January 2015 of the above named Salamander Energy plc (the "**Company**") whose registered office is situated at 4th Floor, 25 Great Pulteney Street, London W1F 9LT

AND UPON HEARING Andrew Thornton for the Company

AND UPON READING the said Claim and the evidence

AND UPON Ophir Energy plc by Counsel for the Company, being its Counsel for the purpose, undertaking to be bound by the Scheme hereinafter sanctioned and to execute and do or procure to be executed or done all such documents, acts or things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the said Scheme

THE COURT HEREBY SANCTIONS the Scheme set forth in the Schedule hereto

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that a copy be delivered to him

AND IT IS ORDERED that the Claim Form be adjourned for further hearing until 2 March 2015

Dated 25 February 2015



SCHEDULE
THE SCHEME OF ARRANGEMENT
IN THE HIGH COURT OF JUSTICE No. 99 of 2015
CHANCERY DIVISION
COMPANIES COURT
IN THE MATTER OF SALAMANDER ENERGY PLC
and
IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

between
Salamander Energy plc
and
the Scheme Shareholders
(as hereinafter defined)

PRELIMINARY

In this Scheme, unless inconsistent with the subject or context, the following expressions shall bear the following meanings

"Business Day"	a day, not being a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business,
"Capital Reduction"	the reduction of Salamander's share capital associated with the cancellation and extinguishing of the Scheme Shares provided for by this Scheme under section 648 of the Companies Act 2006.
"certificated" or "in certificated form"	not in uncertificated form (that is, not in CREST),
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time),
"Company" or "Salamander"	Salamander Energy plc, a public limited company incorporated in England and Wales with registered number 05934263 and with

	its registered office at 4th Floor, 25 Great Pulteney Street, London W1F 9LT,
"Court"	the High Court of Justice in England and Wales,
"Court Meeting"	the meeting of the holders of the Scheme Shares, convened by order of the Court pursuant to Part 26 of the Companies Act 2006 to consider and, if thought fit, approve this Scheme with or without modification, including any adjournment thereof,
"CREST"	the relevant system (as defined in the Uncertificated Securities Regulations 2001) in respect of which Euroclear is the Operator (as defined in the Uncertificated Securities Regulations 2001) in accordance with which securities may be held and transferred in uncertificated form,
"Deferred Share"	the deferred share of 1 pence in the capital of Salamander, to be issued to Ophir
"Effective Date"	the date on which this Scheme becomes Effective in accordance with clause 8 of this Scheme,
"Euroclear"	Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited),
"Excluded Shares"	any Salamander Shares registered in the name of or beneficially owned by Ophir or any member of the Ophir Group at the Scheme Record Time;
"First Court Order"	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act 2006,
"holder"	includes a person entitled by transmission,
"members"	members of Salamander on the register of members at any relevant date,
"New Ophir Shares"	the new ordinary shares of 0.25 pence each in the capital of Ophir to be issued and allotted to Scheme Shareholders in accordance with clause 2 1 of this Scheme;
"New Salamander Shares"	the new Salamander Shares to be allotted and issued in accordance with clause 1 2 of this

	Scheme,
"Offer Period"	means the offer period relating to Salamander which commenced on 27 October 2014,
"Ophir"	Ophir Energy plc, a public limited company incorporated in England and Wales with registered number 05047425 and with its registered office at 4th Floor, 123 Victoria Street, London, SW1E 6DE,
"Ophir Group"	Ophir and its subsidiary undertakings,
"Registrar of Companies"	the Registrar of Companies in England and Wales,
"Salamander Shareholders"	holders of Salamander Shares from time to time,
"Salamander Share Plans"	the Salamander Deferred Share Plan and the Salamander Performance Share Plan 2006,
"Salamander Shares"	the ordinary shares of 10 pence each in the capital of Salamander,
"Scheme" or "Scheme of Arrangement"	this scheme of arrangement in its present form or with or subject to any modification, addition or condition which Salamander and Ophir may agree and which the Court may approve or impose,
"Scheme Document"	the circular dated 14 January 2015 sent by Salamander to Salamander Shareholders and persons with information rights, of which this Scheme forms a part,
"Scheme Record Time"	6 00 p m on the Business Day immediately prior to the date of the Second Court Hearing,
"Scheme Shareholders"	holders of Scheme Shares;
"Scheme Shares"	all Salamander Shares <ul style="list-style-type: none"> (i) in issue at the date of the Scheme Document, (ii) (if any) issued after the date of the Scheme Document but before the Voting Record Time, and (iii) (if any) issued on or after the Voting

Record Time and before the Scheme Record Time in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by the Scheme,

in each case other than the Excluded Shares (if any),

"Second Court Hearing"

the hearing by the Court of the claim form to confirm the Capital Reduction under section 648 of the Companies Act 2006;

"Second Court Order"

the order of the Court confirming the Capital Reduction under section 648 of the Companies Act 2006,

"Statement of Capital"

the statement of capital (approved by the Court) showing with respect to Salamander's share capital, as altered by the Second Court Order confirming the Capital Reduction, the information required by section 649 of the Companies Act 2006,

"subsidiary undertaking"

shall be construed in accordance with the Companies Act 2006,

"Takeover Panel"

the Panel on Takeovers and Mergers;

"uncertificated" or "in uncertificated form"

recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST,

"Voting Record Time"

6.00 p m on Wednesday 4 February 2015 or, if the Court Meeting is adjourned, 6 00 p m. on the second calendar day before the date of such adjourned meeting,

and where the context so admits or requires, the plural includes the singular and *vice versa*

References to **clauses** are to clauses of this Scheme

THE SCHEME

- (a) As at 12 January 2015 (being the latest practicable date prior to the date of this Scheme), Salamander has a share capital of 259,129,055 fully paid Salamander Shares. Salamander did not hold any Salamander Shares in treasury as at the close of business on 12 January 2015
- (b) Share options to acquire up to 11,811,078 Salamander Shares have been awarded and remain outstanding as at 12 January 2015 (being the latest practicable date prior to date of this Scheme) pursuant to the Salamander Share Plans.
- (c) It is proposed that the Deferred Share be issued to Ophir for cash before the Scheme Record Time
- (d) As at 12 January 2015 (being the latest practicable date prior to the date of this Scheme), Ophir has a share capital of 575,638,064 fully paid ordinary shares of 0.25 pence each
- (e) Certain holders of Scheme Shares have different portions of their holdings recorded in the register of members of Salamander by reference to separate designations entered in the register.
- (f) Ophir has agreed to appear by counsel on the hearing to sanction this Scheme and to undertake to the Court to be bound thereby and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

1 CANCELLATION OF SCHEME SHARES AND ISSUE OF NEW SALAMANDER SHARES

- 1.1 The share capital of Salamander shall be reduced by cancelling and extinguishing the Scheme Shares
- 1.2 Forthwith and contingent upon the Capital Reduction referred to in clause 1.1 taking effect Salamander shall apply and capitalise the reserve arising in the books of account as a result of the Capital Reduction in paying up in full at par such number of New Salamander Shares of 10 pence each as is equal to the aggregate number of Scheme Shares cancelled pursuant to clause 1.1 of this Scheme, which shall be allotted and issued credited as fully paid (free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and any other interests of any nature whatsoever) to Ophir and/or its nominee(s) (as Ophir may direct)

2 CONSIDERATION FOR CANCELLATION OF THE SCHEME SHARES AND ISSUE OF NEW SALAMANDER SHARES

- 2.1 Subject to, and in consideration for, the cancellation of the Scheme Shares pursuant to clause 1.1 and the allotment and issue of New Salamander Shares to Ophir as provided in clause 1.2 of this Scheme, Ophir shall (subject to, and in accordance with, the remaining provisions of this Scheme), allot and issue to the holders of Scheme Shares 0.5719 of a New Ophir Share for every one Scheme Share held by such holder as appearing in the register of members of Salamander at the Scheme Record Time of Salamander Shares
- 2.2 The New Ophir Shares issued pursuant to clause 2.1 shall be issued credited as fully paid and free from all liens, charges, encumbrances and (subject to the articles of association of Ophir) rights of pre-emption and other third party rights of any nature whatsoever and shall rank *pari passu* in all respects with all other Ophir ordinary shares in issue on the Effective Date including the right to receive all dividends, distributions and other entitlements made or paid or declared thereon by reference to a record date after 24 November 2014

3 SETTLEMENT OF CONSIDERATION

- 3.1 As soon as practicable after the Effective Date, and in any event no later than 14 days after the Effective Date, Ophir shall make all such allotments of and shall issue such New Ophir Shares as are required to be issued
- 3.2 Settlement of the consideration shall be effected as follows
- (i) in the case of Scheme Shares which at the Scheme Record Time are in certificated form, the New Ophir Shares to which the relevant holder is entitled shall be issued in certificated form and definitive share certificates for those New Ophir Shares shall be issued to the relevant holder within 14 calendar days of the Effective Date (or such other period as may be approved by the Takeover Panel), or
 - (ii) in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, the New Ophir Shares to which the relevant holder is

entitled shall be issued in uncertificated form through CREST Ophir shall procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant holder with such relevant holder's entitlement to such New Ophir Shares at the commencement of dealings in the New Ophir Shares, provided that Ophir may (if, for any reason, it wishes to do so) settle all or part of such consideration in the manner referred to in clause 3.2(1)

3 3 Ophir shall

- (i) in the case of New Ophir Shares sold pursuant to clause 5 and issued in respect of Scheme Shares which at the Scheme Record Time are in certificated form, procure the despatch to the persons entitled thereto in accordance with the provisions of clause 3 4 of cheques for the sums payable to them respectively in accordance with clause 5, and
- (ii) in the case of New Ophir Shares sold pursuant to clause 5 and issued in respect of Scheme Shares which at the Scheme Record Time are in uncertificated form, procure that Euroclear is instructed to create an assured payment obligation in favour of the payment bank of the persons entitled thereto in accordance with the CREST assured payment arrangements for the sums payable to them respectively in accordance with clause 5, provided that Ophir reserves the right to make payment of the said sums by cheque as set out in clause 3 3(i) if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this clause 3 3(ii)

3 4 All deliveries of notices, certificates and/or cheques required to be made pursuant to this Scheme shall be effected by posting the same by first class post in prepaid envelopes (or by such other method as may be approved by the Takeover Panel) addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of Salamander at the Scheme Record Time (or, in the case of joint holder holders, at the address of that one of the joint holders whose name stands first in the said register in respect of such joint holding at such time) or in accordance with any special instructions regarding communications, and none of Salamander, Ophir, Salamander Registrars or the person or nominee referred to in clauses 4 and 5 shall be responsible for any loss or delay in the transmission of any notice, certificate, cheque or payment sent in accordance with this clause 3.4, which shall be sent at the risk of the person entitled thereto.

3 5 All cheques shall be in pounds sterling drawn on a UK clearing bank and payments shall be made to the holder or, in the case of joint holders, to that one of the joint holders whose name stands first in the register of members of Salamander in respect of such joint holding at the Scheme Record Time or to such other persons (if any) as such persons may direct in writing and the encashment of any such cheque or the making of any CREST payment shall be a complete discharge to Ophir for the obligation to pay the monies represented thereby

3 6 The provisions of this clause 3 shall be subject to any condition or prohibition imposed by law

4 FRACTIONAL ENTITLEMENTS

- 4 1 The aggregate number of New Ophir Shares to which a Scheme Shareholder is entitled under clause 2.1 shall, in each case, be rounded down to the nearest whole number
- 4 2 No fraction of a New Ophir Share shall be allotted or issued to any holder of Scheme Shares. As a result, the Scheme Shareholders who hold one Scheme Share will not receive any New Ophir Shares (or other consideration) pursuant to the Scheme unless they increase their holding of Scheme Shares prior to the Reduction Record Time

5 OVERSEAS SHAREHOLDERS

The provisions of clauses 2 and 3 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if in the case of any Scheme Shareholder the law of a country or territory outside the United Kingdom precludes or precludes except after compliance by Salamander or Ophir (as the case may be) with any governmental or other consent or any registration, filing or other formality with which Salamander or Ophir (as the case may be) is unable to comply or which Salamander or Ophir (as the case may be) in its absolute discretion regards as unduly onerous, the delivery to it of New Ophir Shares under clause 3 then Ophir may in its sole discretion either determine that the New Ophir Shares to which such Scheme Shareholder is entitled.

- 5 1 shall not be issued to such holder but shall instead be issued to a person appointed by Ophir as nominee for such Scheme Shareholder on terms that such shares be sold on his behalf by the nominee, or
- 5 2 shall be sold, in which event such New Ophir Shares shall be issued to such holder and Ophir shall appoint a person to act pursuant to this clause 5.2 and such person shall be authorised on behalf of such holder to procure that any shares in respect of which Ophir has made such determination shall be sold
- 5 3 Any sale pursuant to this clause 5 shall be effected as soon as practicable after the Effective Date at the best price which can be reasonably obtained at the time of sale, and the net proceeds of such sale, after deduction of all expenses and commission, including any amount in respect of value added tax payable thereon, be delivered to such Scheme Shareholder. To give effect to any such sale, the nominee or appointee referred to in this clause 5 shall be authorised as attorney on behalf of the holder concerned to execute and deliver as transferor an instrument or instruction of transfer and to give such instructions and to do all other things which he may consider necessary to effect such sale. In the absence of bad faith or wilful default, none of Salamander, Ophir, the nominee, the appointee or any broker or agent of any of them shall have any liability for any loss arising as a result of the timing or terms of any such sale.

6 CERTIFICATES IN RESPECT OF SCHEME SHARES

With effect from and including the Effective Date

- 6 1 all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder thereof shall be bound at the request of Salamander to deliver up the same to Salamander or as it may direct,
- 6.2 Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, and
- 6 3 as regards certificated Scheme Shares, appropriate entries will be made in Salamander's register of members to reflect their cancellation

7 DIVIDEND MANDATES

All mandates and other instructions to Salamander in force at the Scheme Record Time relating to Scheme Shares shall, unless and until revoked or amended, be deemed as from the Effective Date to be valid and effective mandates and instructions to Ophir in relation to the New Ophir Shares issued in respect thereof

8 EFFECTIVE TIME

- 8 1 This Scheme shall become effective as soon as a copy of the First Court Order and a copy of the Second Court Order and the Statement of Capital shall have been delivered to the Registrar of Companies and, if the Court so orders for the Scheme to become effective, the Second Court Order and the Statement of Capital have been registered
- 8 2 Unless this Scheme shall become effective on or before 11:59 p.m. on 30 June 2015 or such later date, if any, as Salamander and Ophir may agree and the Court and the Takeover Panel may allow, this Scheme shall never become effective

9 MODIFICATION

Ophir and Salamander may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose

10 GOVERNING LAW

This Scheme is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English Courts

Dated 14 January 2015