

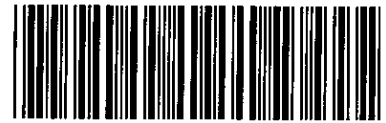
**THE COMPANIES ACT 2006**

**GENERAL MEETING**

**Salamander Energy plc**

**(the "Company")**

SATURDAY



\*A69QSWCB\*

A15

01/07/2017

#384

COMPANIES HOUSE

At a general meeting of the Company held on 14 June 2017 at: Level 4, 123 Victoria Street, London SW1E 6DE, United Kingdom. the following resolutions were passed as ordinary resolutions at resolutions (1)-(4) and special resolutions at (5)-(7)

**ORDINARY RESOLUTIONS**

**THAT:**

1. the Company's entry into a US\$350,000,000 senior borrowing base facility agreement between, among others, Crédit Agricole Corporate and Investment Bank, BNP Paribas, the Company as Original Borrower and certain members of the group as original guarantors (the "**RBL Facility Agreement**") and any documents or transactions contemplated by the RBL Facility Agreement are approved (together with the RBL Facility Agreement, the "**Documents**");
2. the terms of, and the transactions contemplated by, the Documents and any related or ancillary documents are approved;
3. the giving of the guarantee by the Company under the RBL Facility Agreement, the granting of security under each of the Security Documents to which the Company is a party and the entry into by the Company of the proposed transactions substantially on the terms set out in the Documents will promote the success of the Company for the benefit of its members as a whole;
4. these resolutions have effect notwithstanding any provision of the Company's Articles of Association; and

**SPECIAL RESOLUTIONS**

**THAT:** the articles of association of the Company (the "**Articles**") be amended as follows:

5. by inserting the following as a new Article 13.3:

*"Notwithstanding anything contained in these Articles any lien over shares (whether paid or unpaid shares), any pre-emption rights over shares and any other restrictions on the transfer of shares shall not apply to any shares that have been mortgaged or charged by way of security in favour of a Secured Party (as defined in Article 30.8)/a bank or other entity (whether as lender, agent, trustee or otherwise)."*

6. by inserting the following as a new Article 30.8:

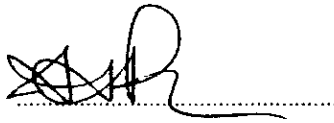
*"Notwithstanding anything contained in these Articles the Directors (or Director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any shares in the Company in each case where such shares have been mortgaged or charged by way of security in favour of a bank or other*

entity (whether as lender, agent, trustee or otherwise) (a "**Secured Party**") and where the transfer is or is to be:

- (a) to a Secured Party or its nominee; or
- (b) executed by a Secured Party, its nominee or any receiver (or similar officer) pursuant to any power existing under such security,

and a certificate from the Secured Party, its nominee or any receiver (or similar officer) that the shares are or are to be subject to such security and the transfer is in accordance with the provisions of this Article shall be conclusive evidence of such facts."

7. by deleting Article 67.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a dotted line.

Chairman

**SALAMANDER ENERGY PLC**  
**MINUTES OF A GENERAL MEETING HELD**

**on 14 June 2017**

**at: Level 4, 123 Victoria Street, London SW1E 6DE, United Kingdom**

**Present:** Nicholas John Cooper for Ophir Energy plc

**2. CHAIRMAN**

Anthony John Rouse was appointed chairman of the meeting.

**3. QUORUM**

The chairman announced that consent to the meeting being held at short notice had been given by the requisite majority of members entitled to the attend and vote at the meeting and declared that a quorum was present. It was unanimously agreed that the notice convening the meeting should be taken as read.

**4. RESOLUTION**

The chairman proposed the ordinary resolutions and special resolution set out in the notice. The ordinary resolutions and special resolutions was put to the meeting and carried unanimously on a show of hands.

**5. CLOSE OF MEETING**

There being no other business, the chairman declared the meeting closed.



Chairman