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If you have sold or otherwise transferred all of your Existing Ordinary Shares in Ascent Resources plc, please immediately forward this document, together with the accompanying Form of Proxy, 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 Existing Ordinary Shares, please contact your stockbroker, bank or other agent through whom the sale or transfer was effected immediately.

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The Directors, whose names and functions appear on page 9 of this document, and the Company accept responsibility, both collectively and individually, for the information contained in this document. To the best of the knowledge of the Directors and the Company (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

This document is not a prospectus for the purposes of 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 plc or any other authority or regulatory body.

Ascent Resources plc

(Incorporated in England and Wales under the Companies Act 1985 with Registered No. 05239285)

Notice of General Meeting

Approval of resolutions relating to the conversion of the 2013 and 2014

Convertible Loan Notes

and

Approval of the Waiver by the Takeover Panel

Nominated Adviser & Broker



This document should be read as a whole. Your attention is drawn to the letter from the Chairman of Ascent Resources plc which is set out in Part I of this document.

finnCap Ltd (“finnCap”), which is regulated in the United Kingdom by the FCA and is a member of the London Stock Exchange is acting as nominated adviser and broker to Ascent Resources plc and no one else in connection with the proposals described in this document and will not be responsible to anyone other than Ascent Resources plc for providing the protections afforded to clients of finnCap or for providing advice in relation to such proposals. No representation or warranty, express or implied, is made by finnCap as to the accuracy, completeness or fairness of any information in this document and finnCap accepts no responsibility or liability for this document and accordingly disclaims all and any liability, whether arising in tort, contract or otherwise, which it might otherwise be found to have in respect of this document.

Notice convening a general meeting of the Company, to be held at the offices of finnCap, 60 New Broad Street, London EC2M 1JJ, at 10.30 a.m. on 19 February 2015 is set out at the end of this document. The accompanying Form of Proxy for use at the General Meeting should be completed and returned to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY as soon as possible and to be valid must arrive by no later than 10.30 a.m. on 17 February 2015.

Copies of this document will be available free of charge during normal business hours on any weekday (except Saturdays, Sundays and public holidays) at the offices of finnCap at 60 New Broad Street, London, EC2M 1JJ, from the date of this document. This document will be available to download from the Company’s website at www.ascentresources.co.uk.

CONTENTS

	<i>Page</i>
Definitions	3
Loan Note Statistics	7
Expected Timetable of Principal Events	8
Part I Letter from the Chairman of the Company	9
Part II Financial information	16
Part III Information on Henderson	18
Part IV Additional Information	25
Part V Notice of General Meeting	42

ENCLOSURES

Form of Proxy

Prepaid Reply Envelope – (for use within the UK only)

DEFINITIONS

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

“2013 CLNs” or “2013 Convertible Loan Notes”	the 9 per cent. convertible loan notes of £1 each, convertible into 200 Ordinary Shares and repayable on 31 January 2015, of which 4,951,907 were issued on the terms of the 2013 Convertible Loan Note Instrument and which include the Incentive Loan Notes
“2013 Convertible Loan Note Instrument”	the convertible loan note instrument dated 23 December 2012 pursuant to which the 2013 Convertible Loan Notes were originally constituted, the principal terms of which are summarised in paragraph 8.6 of Part IV of this document
“2014 CLNs” or “2014 Convertible Loan Notes”	the 9 per cent. convertible loan notes of £1 each, convertible into 100 Ordinary Shares and repayable on 23 December 2014, of which £3.5m were issued on the terms of the 2014 Convertible Loan Note Instrument and £0.5m is as yet undrawn
“2014 Convertible Loan Note Instrument”	the convertible loan note instrument dated 3 February 2014 pursuant to which the 2014 Convertible Loan Notes were originally constituted, the principal terms of which are summarised in paragraph 8.9 of Part IV of this document
“Act”	the Companies Act 2006, as amended from time to time
“AIM”	the market of that name operated by the London Stock Exchange
“AIM Rules”	the AIM rules for Companies published by the London Stock Exchange from time to time
“Annual General Meeting”	the 2014 annual general meeting of the Company
“Articles”	the articles of association of the Company (as amended from time to time)
“Ascent Italia”	Ascent Resources Italia S.r.l.
“Ascent Italia SPA”	the sale and purchase agreement dated 19 July 2013 between the Company and GPS in relation to acquisition by GPS of the entire issued share capital of Ascent Italia, the principal terms of which are summarised in paragraph 8.2 of Part IV of this document
“Computershare”	Computershare Investor Services PLC
“certificated form” or “in certificated form”	an ordinary share recorded on a company’s share register as being held in certificated form (namely, not in CREST)
“CHESS”	the Australian Securities Exchange’s electronic transfer and settlement system
“Circular”	this document containing information about the Proposals and containing the Notice of General Meeting
“Closing Price”	the closing middle market quotation of a share as derived from the AIM Appendix to the Daily Official List of the London Stock Exchange
“Company” or “Ascent”	Ascent Resources plc
“CPP”	Central Processing Plant

“Conversion Shares”	the new Ordinary Shares to be issued to holders of Loan Notes in the event that they are converted
“CREST”	the relevant system (as defined in the Uncertificated Securities Regulations 2001) in respect of which Euroclear is the operator (as defined in those regulations)
“CREST Manual”	the rules governing the operation of CREST, consisting of the CREST Reference Manual, Crest International Manual, CREST Central Counterparty Service Manual, CREST Rules, Registrars Service Standards, Settlement Discipline rules, CREST Courier and Sorting Services Manual, Daily Timetable, CREST Application Procedures and CREST Glossary of Terms (all as defined in the CREST Glossary of Terms promulgated by Euroclear on 15 July 1996, as amended) as published by Euroclear
“Darwin”	Darwin Strategic Limited
“Darwin SEDA”	the standby equity distribution agreement made between Darwin and the Company, details of which are set out in paragraph 8.11 of Part IV of this document
“Directors” or “Board”	the directors of the Company as at the date of this document whose names and functions are set out on page 9 of this document, or any duly authorised committee thereof
“EnQuest Debt”	the nil cost option over 29,686,000 Ordinary Shares issued to EnQuest plc in 2011 as part of the consideration for the acquisition of EnQuest plc’s interest in the Petišovci field, the terms of which provide that should the Ascent share price not reach 10 pence by 20 December 2015, then Ascent will have to pay £2,968,600 to EnQuest plc
“Euroclear”	Euroclear UK & Ireland Limited
“EU”	the European Union
“Existing Ordinary Shares”	the Ordinary Shares in issue at the date of this document
“Existing Issued Share Capital”	1,458,507,909 Ordinary Shares
“FCA”	the UK Financial Conduct Authority
“finnCap”	finnCap Ltd, the Company’s nominated adviser and broker
“Form of Proxy”	the form or proxy for use in connection with the General Meeting which accompanies this document
“FSMA”	the Financial Services and Markets Act 2000 (as amended from time to time)
“General Meeting”	the General Meeting of the Company convened for 10.30 a.m. on 19 February 2015
“GPS”	Global Power Sources S.r.l.
“Group”	the Company and its existing subsidiaries and subsidiary undertakings

“Henderson”	<p>(1) Henderson Global Investors Limited in its capacity as discretionary investment manager of The Strathclyde Pension Fund and Henderson UK and Irish Smaller Companies Fund; and</p> <p>(2) Henderson Alternative Investment Advisor Limited in its capacity as discretionary investment manager of The Alphagen Volantis Fund Limited, Henderson UK Small Cap Best Ideas Fund and The Citigroup Pension Plan Investment Committee,</p> <p>both of 201 Bishopsgate, London EC2M 3AE, or either of them as the context shall require</p>
“Incentive Loan Notes”	the 63,644 and 17,500 2013 CLNs subscribed by Len Reece and Clive Carver respectively
“Incentive Scheme”	Ascent Resources 2013 Long Term Incentive Plan, as summarised in paragraph 8.19 of Part IV
“Independent Directors”	the directors of the Company excluding Clive Carver and Len Reece
“Independent Shareholders”	the shareholders of the Company excluding Henderson and holders of the 2013 CLNs
“ISIN”	International Securities Identification Number
“Liquidity Event”	the occurrence of any of the following: (i) a general offer being made for the Company (ii) the redemption in cash of any Loan Note (iii) a change in control of the Company or the Petišovci project
“Loan Notes”	the 2013 CLNs and the 2014 CLNs, as amended by the Supplemental Loan Note Instruments
“London Stock Exchange”	London Stock Exchange plc
“Notice of General Meeting” or “Notice”	the notice of General Meeting set out at the end of this document
“Options”	an option over Ordinary Shares granted by the Company
“Ordinary Shares”	ordinary shares of 0.1 pence each in the capital of the Company
“Proposals”	the proposed resolutions to grant the Directors’ authority to allot relevant securities and dis-apply the statutory pre-emption rights in relation to the allotment of relevant securities in connection with the conversion of the Loan Notes and the resolution to approve the Waiver
“Prospectus Rules”	the Prospectus Rules published by the FCA
“Resolutions”	the proposed resolutions to grant the Directors’ authority to allot relevant securities and disapply the statutory pre-emption rights in relation to the allotment of relevant securities in connection with the conversion of the Loan Notes and the resolution to approve the Waiver, as set out in the Notice
“Shareholders”	holders of Ordinary Shares from time to time

“Slovenian Joint Venture”	the arrangements created under the agreements referred to in paragraph 8.1 of Part IV of this document for the management and operation of the Petišovci project and, where applicable, refers to Ascent Slovenia Limited acting as the manager of the project
“Subscription and Warranty Resolution Agreement”	the agreement dated 18 December 2013 between the Company and GPS pursuant to which, <i>inter alia</i> , GPS agreed to subscribe for Ordinary Shares and to settle a potential warranty claim under the Ascent Italia SPA, further details of which are set out in paragraph 8.5 of Part IV
“Supplemental Loan Note Instruments”	the supplemental loan note instruments dated 2 February 2015 amending the 2013 Convertible Loan Note Instrument and 2014 Convertible Loan Note Instrument to give effect to the changes described in paragraph 4 of Part I
“Takeover Code” or the “Code”	The City Code on Takeovers and Mergers issued by the Takeover Panel, as amended from time to time
“Takeover Panel”	the Panel on Takeovers and Mergers
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland
“Waiver”	the waiver by the Takeover Panel of the requirements of Rule 9 of the Takeover Code described in paragraph 7 or of Part I of this document
“Whitewash”	the approval of the Waiver
“Whitewash Resolution”	Resolution 1 in the Notice

A reference to £ is to pounds sterling, being the lawful currency of the UK.

LOAN NOTE STATISTICS

Number of Existing Ordinary Shares in issue at the date of this document	1,458,507,909
Principal Outstanding on 2013 CLNs	£4,951,907
Accrued interest on 2013 CLNs up to 31 January 2015	£877,357
Principal Outstanding on 2014 CLNs	£3,500,000
Undrawn balance on the 2014 CLNs	£500,000
Accrued interest on 2014 CLNs as at 23 December 2014	£187,767
Maximum number of Conversion Shares*	10,017,031,680

* Assuming full draw down of the 2014 CLNs

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of revision to terms	2 February 2015
Dispatch of this document	3 February 2015
Latest time and date for receipt of Forms of Proxy for the General Meeting	10.30 a.m. on 17 February 2015
General Meeting	10.30 a.m. on 19 February 2015

Save for the date of dispatch of this document, each of the times and dates above are subject to change. Any such change will be notified to Shareholders by an announcement on a Regulatory Information Service.

PART I

LETTER FROM THE CHAIRMAN OF THE COMPANY

Ascent Resources plc

(Incorporated and registered in England and Wales with registered number 05239285)

Directors:

Clive Carver (*Non-executive Chairman*)
Leonard Reece (*Chief Executive Officer*)
Colin Hutchinson (*Finance Director*)
Cameron Davies (*Non-executive Director*)
Nigel Moore (*Non-executive Director*)

5 New Street Square
London
EC4A 3TW

3 February 2015

To Shareholders and holders of 2013 CLNs and 2014 CLNs and, for information purposes only, to the holders of Options

Dear Shareholder

1. Introduction

I am writing in connection with the 2013 Convertible Loan Notes and the 2014 Convertible Loan Notes currently in issue and in particular to set out certain resolutions your Board is recommending to shareholders which are required to implement the terms of an agreement entered into between the Company and Henderson, which holds some 97.1 per cent. of the Loan Notes in issue, on 2 February 2015.

In summary, a repayment of £3.7 million (including accrued interest) in respect of the 2014 Loan Notes became due on 23 December 2014 and remains outstanding. Repayment of a further £5.8 million (including accrued interest) in respect of the 2013 Loan Notes became due on 31 January 2015. The Company does not have the funds required to repay the amounts due.

Your Board has therefore agreed, in return for extending the maturity date of the Loan Notes and terminating the accrual of interest on them, to adjust the conversion price applicable to both the 2013 and 2014 Loan Notes from 0.5p and 0.2p respectively to 0.1p for all of the Loan Notes. Further details of the variations made to the Loan Notes are set out below in paragraph 4 of this letter.

On a fully diluted basis, and assuming full conversion of the Loan Notes held by them, Henderson was previously interested 71.0% of the total voting rights of the Company. Following the variations to the Loan Notes as set out below in paragraph 4 of this letter, Henderson will, on conversion of the Loan Notes held by them, on a fully diluted basis, assuming full draw down of the 2014 CLNs and assuming only Henderson converts, be interested in 88.6 per cent. of the total voting rights of the Company, which, without a waiver of the obligations under Rule 9 of the Takeover Code, would oblige Henderson to make a general offer to Shareholders under Rule 9 of the Takeover Code. The Takeover Panel has agreed, however, to waive this obligation subject to Independent Shareholder consent being obtained to approve the Waiver.

2. Background

2013 CLNs

On 24 December 2012 Henderson agreed to subscribe for up to £5.5 million of convertible 9 per cent. loan notes, convertible at any time at the discretion of the holder into Ordinary Shares at 200 Ordinary Shares per £1 principal of loan note, an effective conversion price of 0.5p per Ordinary share. A first tranche of £3 million was drawn immediately and the remaining £2.5 million was made available to all Shareholders at that time by way of an open offer giving Shareholders the opportunity to subscribe for 2013 CLNs on identical terms to Henderson, or to subscribe for new Ordinary Shares at 0.5 pence per Ordinary Share.

Of the aggregate £5.5 million raised from the issue of the 2013 CLNs and the open offer referred to above, Henderson subscribed £4.8 million in the form of 2013 CLNs and other Shareholders subscribed £0.7 million of which £0.3 million was in the form of 2013 CLNs and the remaining £0.4 million was in the form of new Ordinary Shares. Clive Carver, Chairman, and Len Reece, CEO, subscribed £17,500 and £63,644 in the form of 2013 CLNs respectively.

2014 CLNs

In February 2014, following further Petišovci project delays during 2013, the Company agreed with Henderson to create a new £5 million class of 9 per cent. convertible loan notes, convertible at any time at the discretion of the holder, into Ordinary Shares at 100 Ordinary Shares per £1 principal of loan note, an effective conversion price of 1p per Ordinary share.

The first £2 million available under the 2014 CLNs was drawn immediately with the balance intended for sale to independent third party investors, with the intention that the pricing of all the 2014 CLNs would be reset to the lowest price paid by these new investors.

GPS Subscription

On 16 May 2014 Ascent announced a conditional subscription for new Ordinary Shares by GPS of £11.7 million at a price of 0.8p per Ordinary Share at the same time as an associated redemption and conversion of the 2013 and 2014 Convertible Loan Notes. Also announced was an additional subscription by GPS of a further £3.3 million, subject to conditions relating to the performance of the Petišovci project and the adjacent methanol plant in the period to 31 December 2014.

However, in July 2014, Ascent announced that it had been informed by GPS that GPS' joint venture partner had not placed GPS in funds to complete the initial subscription and accordingly the planned conversion and redemption of the 2013 and 2014 Convertible Loan Notes would not take place.

On 8 September 2014, by which time it had become clear that it would not be possible to secure investment from new third party subscribers for the £3 million balance undrawn under the 2014 Convertible Loan Note Instrument, the Company agreed with Henderson a variation to the terms of the 2014 Convertible Loan Note Instrument whereby Henderson agreed to subscribe for a further £2 million in principal of 2014 CLNs convertible into Ordinary Shares at 500 Ordinary Shares per £1 principal of loan note, an effective conversion price of 0.2p per Ordinary Share. Additionally, Henderson was granted security for all amounts due to Henderson at any time in connection with the Loan Notes in the form of an equitable mortgage over the shares in Ascent Slovenia Limited.

As part of the variation of the terms of the 2014 Convertible Loan Note Instrument the Company was given until 23 December 2014 to find alternative funding to repay the £2 million drawn in September 2014 in order to avoid the conversion price of the first £2 million of 2014 CLNs drawn down in February 2014 being rebased from 1p to 0.2p, which would have otherwise occurred under the terms of the original instrument.

Whilst there are a number of ongoing discussions relating to farm-ins to the Petišovci project none of these are likely to be completed until the IPPC permit is received. Given the uncertainty on the timing of the permit and as the Company has not been able to complete a funding transaction with GPS, the Company has been unable to raise such alternative funding to repay the £2 million drawn in September 2014.

3. Current position

During the past two years we have focused on:

- disposing of assets in Hungary, the Netherlands, Switzerland and Italy to allow the available funding to be concentrated on the Company's Petišovci project;
- renegotiating the agreements underpinning the Petišovci project to bring them into line with best international practice;
- obtaining project funding to develop the first phase of the Petišovci project; and

- securing the all-important Integrated Pollution Prevention & Control (“**IPPC**”) permit to allow development of the Petišovci project to commence.

Asset disposals

The disposals of our assets in Hungary, the Netherlands and Switzerland were completed quickly and without incident.

In Italy the position was very different. After a marketing exercise it became clear that Ascent would have to pay a buyer to take ownership of the assets. An agreement was therefore completed with GPS under which GPS would acquire Ascent’s Italian subsidiary, Ascent Italia, as part of which Ascent issued 32,126,793 Ordinary Shares to GPS fully paid and GPS assumed all future work commitments and financial liabilities in relation to Ascent Italia.

Within a few months it became clear that Ascent was potentially in breach of warranties given to GPS concerning the validity of certain licences in which Ascent Italia was interested. Accordingly, a settlement was reached with GPS whereby Ascent issued a further 260,000,000 Ordinary Shares to GPS in return for a full waiver from GPS of any and all claims or potential claims by GPS under the Ascent Italia SPA.

Agreements in relation to the Petišovci project

In October 2013 a new suite of agreements to international standards was entered into with our partners, which should allow the project to move ahead at a faster pace and which we hope will also facilitate the introduction of new capital.

Project funding

To date we have not been able to secure project funding. The principal issues being the uncertainty on the timing of the relevant permits and also nervousness on the part of one potential lender in relation to the duration of the well tests undertaken when Pg-10 and Pg-11A were first drilled.

We continue to discuss ways of introducing project funding to the project with two major banks that are supportive and have demonstrated a commitment to the project. At the date of this document we have not yet found a mechanism for turning that support into a workable funding proposal. In any event project funding will be conditional on securing the required IPPC permit, an update in relation to which is provided below.

IPPC permit

We require the IPPC permit in order to commence work at Petišovci. We were pleased to announce on 24 December 2014 that the Slovenian authorities had commenced a 30-day period of public consultation in respect of the permit. The public consultation period has now completed. Ascent will be shown any objections lodged and will have an opportunity to respond. Thereafter it will be for the Slovenian authorities to decide how to proceed.

GPS Update

Since the failure of GPS to honour their commitment to invest £11.7 million in Ordinary Shares during the summer of 2014 we have been working with them to try to find an alternative way forward. However, GPS has informed the Company that it has experienced additional significant issues as the result of its acquisition of Ascent Italia which now makes the completion of any alternative transaction highly unlikely.

Whilst your Board does not believe the Company has any further liability to GPS in respect of Ascent Italia, it is of the view that pursuing GPS through the UK and Italian courts to seek redress for GPS’s failure to perform under the Subscription Agreement does not make commercial sense at this time.

4. Terms of the amendments to the 2013 CLNs and 2014 CLNs

To date £4.95 million has been drawn under the 2013 CLNs and £3.5 million has been drawn under the 2014 CLNs. The remaining £0.5 million as yet undrawn under the 2014 CLNs is expected to be drawn in the next

few weeks. In total, including accrued interest, some £10 million in aggregate is or was due for repayment under the 2013 and 2014 CLNs, in part on 23 December 2014 and in part on 31 January 2015.

As referred to above, the Company's ability to raise additional finance to repay the 2013 CLNs and 2014 CLNs in the absence of IPPC permit and project funding is extremely limited. Accordingly on 2 February we entered into a refinancing of the 2013 CLNs and 2014 CLNs on terms agreed with Henderson, the holder of £8,193,917 in principal amount of the aggregate £8,451,907 in principal amount of Loan Notes currently in issue, as follows:

- the 2013 Convertible Loan Note Instrument and the 2014 Convertible Loan Note Instrument have been amended to provide a maturity date of either 19 November 2015 or, if earlier, the occurrence of a Liquidity Event;
- the Loan Notes have an effective conversion price equivalent to 0.1p per Ordinary Share such that the holders of Loan Notes (assuming full draw down of the 2014 CLNs and assuming all Loan Note holders convert) will on conversion hold some 87.3 per cent. of the enlarged share capital of the Company on a fully diluted basis;
- the Loan Notes have ceased to accrue interest as from and including 1 February 2015 and no interest payments in respect of interest already accrued will be made until the Loan Notes are redeemed; and
- no further adjustments to the effective conversion price will be permitted, unless the Company adjusts the nominal value of its Ordinary Shares.

Henderson holds 95 per cent. of the 2013 CLNs and 100 per cent. of the 2014 CLNs and on 2 February 2015 approved the loan note holder resolutions that were required to amend the 2013 CLNs and 2014 CLNs as described above. The other holders of 2013 CLNs are accordingly now subject to the same changes and, as such, other holders of 2013 CLNs are no longer able to seek repayment of the 2013 CLNs held by them until the new maturity date described above.

Under the terms of the 2013 and 2014 Convertible Loan Note Instruments as originally drawn, holders of Loan Notes were protected in the event that a general offer was made for the Company which the Loan Note holders were not able to accept because the Directors did not have the authority to allot and issue new Ordinary Shares were the Loan Note holders to convert the Loan Notes held by them, or where conversion could take place for any other reason. In such circumstances there was a provision in the 2013 and 2014 Convertible Loan Note Instruments whereby the Loan Note holders were entitled to receive a repayment from the Company in cash equal to the amount that they would have received under the general offer had a conversion of the Loan Notes taken place.

As part of the amendments made to the Loan Notes on 2 February 2015, your Board has agreed an extension to that protection to cover all situations where, should the Independent Shareholders vote against the Proposals or conversion of the Loan Notes is not possible for any legal or regulatory reason, the amount payable to Loan Note holders on a Liquidity Event will be three times the principal value of the Loan Notes plus accrued interest.

This approximates to the change in the blended effective conversion rate of the Loan Notes, which was prior to 3 February 2015 approximately 0.3 pence and is now 0.1 pence.

5. Rule 9 Whitewash

The Takeover Code governs, *inter alia*, transactions which have as their objective or potential effect (directly or indirectly) obtaining or consolidating control of a company to which the Takeover Code applies. Under Rule 9 of the Takeover Code, any person who acquires, whether by a series of transactions over a period of time or not, an interest in shares (as defined in the Takeover Code) 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, is normally required to make a general offer to all the remaining shareholders of the relevant company to acquire their shares.

Similarly, Rule 9 of the Takeover Code also provides that when any person, together with persons acting in concert with him, is interested in shares which, in aggregate, carry more than 30 per cent. of the voting rights of such company, but does not hold shares carrying 50 per cent. or more of such voting rights, an offer obligation will arise if an interest in any other shares carrying voting rights is acquired from non-members of the group.

Rule 9 of the Takeover Code further provides, among other things, that where any person who, together with persons acting in concert with him, holds over 50 per cent. of the voting rights of a company, no obligations normally arise from acquisitions by any member of the concert party.

An offer under Rule 9 must be in cash and must be at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the company in question during the 12 months prior to the announcement of the offer.

Potential interests in Ordinary Shares of Henderson following the amendments to the terms of the 2013 and 2014 Convertible Loan Note Instruments

Following conversion of the Loan Notes (assuming full draw down of the 2014 CLNs and assuming only Henderson convert), and assuming no disposals of Ordinary Shares by Henderson and no further issues of Ordinary Shares by the Company in the meantime, the interests in Ordinary Shares of Henderson and the percentage of the voting rights in the Company attributable to such interests, assuming no other party subscribes for Ordinary Shares under Options or warrants, will be 9,903,618,084 Ordinary Shares, representing approximately 88.6 per cent. of the total voting rights of the Company at that time. This, without a waiver of the obligations under Rule 9 of the Takeover Code, would oblige Henderson to make a general offer to Shareholders under Rule 9 of the Takeover Code. The Takeover Panel has agreed, however, to waive the obligation on Henderson to make a general offer that would otherwise arise as a result of the conversion of the Loan Notes taking Henderson's holding to more than 30 per cent. of Ordinary Shares, subject to approval on a poll by the Independent Shareholders of the Whitewash Resolution as set out in the Notice.

The Waiver described in the Whitewash Resolution applies only in respect of increases in the percentage interest of Henderson over Henderson's current interest in Ordinary Shares resulting from the conversion of the Loan Notes and not in respect of other increases in Henderson's interests in Ordinary Shares. Henderson and holders of 2013 Convertible Loan Notes are not allowed to vote on the Whitewash Resolution.

Unless the Whitewash has been approved by Independent Shareholders or unless Henderson makes a successful takeover offer as required by the Takeover Code, Henderson will not be able to convert the Loan Notes held by them to the extent that as a result of such conversion, Henderson would hold 30 per cent. or more of the total voting rights of the Company.

Shareholders should be aware that if the Resolutions are passed and Henderson converts all of the Loan Notes held by them, Henderson will have a direct interest in more than 50 per cent. of the voting rights of the Company, and will be able to increase their aggregate interest in the Company without incurring any obligation under Rule 9 of the Takeover Code to make a general offer to all Shareholders to acquire their shares in the Company. However, Shareholders should also be aware that if the Resolutions are passed, Henderson will not be restricted from making an offer for the Company.

The intentions of Henderson

Henderson have confirmed to the Company that they are not proposing, following any increase in their percentage interest in Ordinary Shares or voting rights as a result of any conversion of the Loan Notes to seek any change in the composition of the Board or the general nature of the Company's business.

6. Related Party Transaction

Henderson is a substantial shareholder in Ascent, holding 12.7 per cent. of the voting rights of the Company and as such is considered to be a related party of the Company as defined by the AIM Rules. The amendments to the Loan Notes therefore constitute a related party transaction pursuant to AIM Rule 13. The

Independent Directors of the Company (being Nigel Moore, Cameron Davies and Colin Hutchinson), having consulted with the Company's nominated adviser, finnCap, consider that the terms of the Loan Notes as amended by the Supplemental Loan Note Instruments are fair and reasonable insofar as the Company's shareholders are concerned.

7. Independence

As holders of 2013 CLNs, Clive Carver and Len Reece are deemed not to be independent for the purposes of making a recommendation to Independent Shareholders on the Proposals. Furthermore, Henderson, as the party subject to the Whitewash, will not vote on the Whitewash Resolution at the General Meeting. In addition, holders of 2013 Convertible Loan Notes, including Len Reece and Clive Carver, as beneficiaries of the Proposals, will also not be allowed to vote on the Whitewash Resolution at the General Meeting.

8. General Meeting

Set out at the end of this document is a notice convening a General Meeting of the Company to be held at 10.30 a.m. on 19 February 2015 at the offices of finnCap, 60 New Broad Street, London, EC2M 1JJ, at which the following resolutions will be proposed:

The Company is proposing that Shareholders pass the Resolutions in order to:

- (a) approve the waiver granted by the Takeover Panel of Henderson's obligation to make a general offer to Shareholders for the entire issued and to be issued share capital of the Company pursuant to Rule 9 of the Takeover Code as a result of the allotment and issue of, equity securities to Henderson arising from the conversion of the Loan Notes held by them (this resolution requires voting on a poll by Independent Shareholders only);
- (b) grant authority to the Directors under section 551 of the Act, to allot relevant securities as required in relation to the conversion of the Loan Notes; and
- (c) empower the Directors, pursuant to section 570 of the Act, to dis-apply the statutory pre-emption rights in relation to the allotment of equity securities as required to allow conversion of the Loan Notes.

The reasons for the Whitewash Resolution are set out at paragraphs 1, 2 and 3 of this Part I. The Company does not have sufficient authority to issue the Conversion Shares arising from the conversion of the Loan notes, assuming that the Whitewash Resolution is passed, and therefore Resolutions 2 and 3 are proposed to grant the authority to the Board to make such issues.

9. Action to be taken in respect of the General Meeting

Please check that you have received the following with this document:

- a Form of Proxy for use in respect of the General Meeting; and
- a reply-paid envelope for use in connection with the return of the Form of Proxy (in the UK only).

Whether or not you propose to attend the General Meeting in person, you are strongly encouraged to complete, sign and return your Form of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received, by post at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY or, during normal business hours only, by hand, at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE by no later than 10.30 a.m. on 17 February 2015 (or, in the case of an adjournment of the General Meeting, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

This will enable your vote to be counted at the General Meeting in the event of your absence. The completion and return of the Form of Proxy will not prevent you from attending and voting at the General Meeting, or any adjournment thereof.

10. Recommendation

In the absence of alternative funding to repay the 2013 CLNs and 2014 CLNs, the Company believes that it has secured the best terms available from Henderson, being the majority holder of the Loan Notes.

Shareholders are advised that in the event that the Resolutions are not passed, then on 19 November 2015, or earlier in the event that a Liquidity Event occurs, the Company will become immediately liable to pay to Loan Note holders in cash three times the principal value of the Loan Notes plus accrued interest and Henderson, as the holder of the 2014 Convertible Loan Notes which are secured, will have the right to appoint a receiver to sell the shares in Ascent Slovenia Limited to achieve repayment. In such circumstances, the Company is unlikely to be able to continue as a going concern.

The Independent Directors therefore, having been so advised by finnCap, consider the amendments to the 2013 CLNs and 2014 CLNs pursuant to the Supplemental Loan Note Instruments and the terms thereof and the Waiver to be fair and reasonable and in the best interests of Independent Shareholders generally and the Company as a whole. In providing advice to the Independent Directors, finnCap has taken into account the Independent Directors' commercial assessments. Accordingly, the Independent Directors recommend that Shareholders vote in favour of the Resolutions and that Independent Shareholders vote in favour of the Waiver.

The Independent Directors intend to vote in favour of the Resolutions in respect of their aggregate shareholdings of 268,500 Ordinary Shares representing approximately 0.02 per cent. of the Company's existing issued Ordinary Shares.

Yours faithfully

Clive Carver
Chairman

PART II

FINANCIAL INFORMATION

The following information is incorporated by reference into this document pursuant to Rule 24.15 of the Takeover Code and is available free of charge on the Company's website at www.ascentresources.co.uk. A Shareholder may request a copy of such information in hard copy form (hard copies will not be provided unless requested). Hard copies may be requested by writing to Ascent Resources plc, 5 New Street Square, London EC4A 3TW or in person between 8.30 a.m. and 5.30 p.m. Monday to Friday (except UK public holidays) or by calling 020 7251 4905.

- (i) the unaudited interim results of the Company for the six month period ended 30 June 2014;
- (ii) the Annual Report and Accounts of the Company for the year ended 31 December 2013;
- (iii) the Annual Report and Accounts of the Company for the year ended 31 December 2012; and
- (iv) the Annual Report and Accounts of the Company for the year ended 31 December 2011.

All reports referenced above can be found at the following website address:

<http://www.ascentresources.co.uk/pages/reports-accounts>

The Company's Annual Report and Accounts listed above contain the Company's audited consolidated financial statements for the financial years ended 31 December 2013, 31 December 2012 and 31 December 2011, together with the audit report in respect of each year.

<i>Information incorporated by reference to this document</i>	<i>Reference Document</i>	<i>Page number in Reference document</i>
For the six months ended 30 June 2014		
Unaudited interim results announcement dated 16 September 2014	Interim results announcement	
For the year ended 31 December 2013		
Independent Auditors' report to the members	Annual Report 2013	22
Consolidated income statement for the year ended 31 December 2013	Annual Report 2013	24
Consolidated statement of changes in equity for the year ended 31 December 2013	Annual Report 2013	26
Consolidated statement of financial position at 31 December 2013	Annual Report 2013	28
Consolidated cash flow statement for the year ended 31 December 2013	Annual Report 2013	30
Notes to the consolidated financial statements	Annual Report 2013	32
For the year ended 31 December 2012		
Independent Auditors' report to the members	Annual Report 2012	18
Consolidated income statement for the year ended 31 December 2012	Annual Report 2012	20
Consolidated statement of changes in equity for the year ended 31 December 2012	Annual Report 2012	22
Consolidated statement of financial position at 31 December 2012	Annual Report 2012	24
Consolidated cash flow statement for the year ended 31 December 2012	Annual Report 2012	28
Notes to the consolidated financial statements	Annual Report 2012	29

<i>Information incorporated by reference to this document</i>	<i>Reference Document</i>	<i>Page number in Reference document</i>
For the year ended 31 December 2011		
Independent Auditors' report to the members	Annual Report 2011	27
Consolidated income statement for the year ended 31 December 2011	Annual Report 2011	33
Consolidated statement of changes in equity for the year ended 31 December 2011	Annual Report 2011	35
Consolidated statement of financial position at 31 December 2011	Annual Report 2011	37
Consolidated cash flow statement for the year ended 31 December 2011	Annual Report 2011	39
Notes to the consolidated financial statements	Annual Report 2011	41

PART III

INFORMATION ON HENDERSON

The information set out in this Part III which relates to Henderson has been accurately reproduced from information provided by Henderson and publicly available information in relation to Henderson Group plc. As far as the Company is able to ascertain from this information, no facts have been omitted which would render the information in this Part III which relates to Henderson inaccurate or misleading.

1. Information on Henderson

Henderson Group plc is the ultimate holding company of the investment management group which includes Henderson Global Investors Limited and Henderson Alternative Investment Advisor Limited. Henderson Group plc's principal place of business is in London and since December 2003 has been listed on the London Stock Exchange and Australian Securities Exchange – appearing in the FTSE 250 and ASX 200 indices. Henderson Group plc was incorporated and registered in Jersey on 5 August 2008 under Jersey Companies Law as a private company limited by shares under the name IGH Limited with registered number 101484. Its name was changed to Henderson Group plc and it was re-registered as a public company on 22 August 2008 pursuant to special resolutions passed on 19 August 2008. On 31 October 2008, the corporate structure of the Henderson Group changed by means of a scheme of arrangement pursuant to sections 895 to 899 of the UK Companies Act which became effective on 31 October 2008, at which point Henderson Group plc became the holding company of the Henderson Group. Prior to and including 31 October 2008 the previous ultimate holding company was Henderson Group plc (now HGI Group Limited), incorporated and registered in England and Wales with registered number 2072534.

Established in 1934 to administer the estates of Alexander Henderson, the first Lord Faringdon, Henderson Group plc is a leading independent global asset management firm. The company provides its institutional, retail and high net-worth clients access to skilled investment professionals representing a broad range of asset classes, including equities, fixed income, property and private equity. With its principal place of business in London, Henderson Group is one of Europe's largest investment managers, with £79.9 billion of assets under management and employed around 900 people worldwide as at 1 October 2014.

2. Directors

The directors of Henderson Group plc are as follows:

<i>Name</i>	<i>Function</i>
Richard Gillingwater	NED and Chairman
Andrew Formica	Chief Executive
Roger Thompson	Chief Financial Officer
Tim How	NED
Robert Jeens	NED
Kevin Dolan	NED
Sarah Arkle	NED
Angela Seymour-Jackson	NED

3. Incorporation and registered office

Henderson Group plc is incorporated under the laws of Jersey (registered number 101484). Its registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.

4. Share capital

The issued share capital of Henderson Group plc comprised 361,769,212 ordinary shares of £0.125 each and 776,451,740 CHESS depository interests (total 1,138,220,952) as at 30 November 2014.

5. Disclosure of interests and dealings in shares

5.1 Definitions

For the purposes of this Part III:

- (a) References to persons “acting in concert” comprise persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control (as defined below) of a company or to frustrate the successful outcome of an offer for a company. A person and each of its affiliated persons will be deemed to be acting in concert with each other. Without prejudice to the general application of this definition, the following persons will be presumed to be persons acting in concert with other persons in the same category unless the contrary is established:
 - (i) a company, its parent, subsidiaries and fellow subsidiaries, and their associated companies, and companies of which such companies are associated companies, all with each other (for this purpose ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status);
 - (ii) a company with any of its directors (together with their close relatives and related trusts);
 - (iii) a company with any of its pension funds and the pensions funds of any company covered in (i);
 - (iv) a fund manager (including an exempt fund manager) with any investment company, unit trust or other person whose investments such fund manager manages on a discretionary basis, in respect of the relevant investment accounts;
 - (v) a connected adviser with its client and, if its client is acting in concert with an offeror or with the offeree company, with that offeror or with that offeree company respectively, in each case in respect of the interests in shares of that adviser and persons controlling, controlled by or under the same control as that adviser (except in the capacity of an exempt fund manager or an exempt principal trader); and
 - (vi) directors of a company which is subject to an offer or where the directors have reason to believe a *bona fide* offer for their company may be imminent;
- (b) an “arrangement” includes any indemnity or option arrangement 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;
- (c) a “connected adviser” means an organisation which is advising the Company or an associate of the Company in relation to the Proposals and any corporate broker to any such party;
- (d) “connected person” means in relation to any person a person whose interest in shares is one in which the first mentioned person is also taken to be interested pursuant to Part 22 of the Act;
- (e) “control” means a holding, or aggregate holdings, of shares in the capital of a company carrying 30 per cent. or more of the voting rights of such company, irrespective of whether the holding or holdings give de facto control;
- (f) “dealing or dealt” include:
 - (i) acquiring or disposing of Relevant Securities, the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights allocated to relevant securities or general control of Relevant Securities;
 - (ii) taking, granting, acquiring, disposing of, entering into, closing out, terminating, exercising (by either party) or varying an option in respect of any Relevant Securities;

- (iii) subscribing or agreeing to subscribe for Relevant Securities (whether in respect of new or existing securities);
 - (iv) exercising or converting any Relevant Securities carrying conversion or subscription rights;
 - (v) acquiring, disposing of, entering into, closing out, exercising (by either party) of any rights under, or varying of, a derivative referenced directly or indirectly, to Relevant Securities;
 - (vi) entering into, terminating or varying the terms of any agreement to purchase or sell Relevant Securities; and
 - (vii) 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;
- (g) “derivative” includes any financial product whose value in whole or in part is determined, directly or indirectly, by reference to the price of an underlying security but which does not include the possibility of delivery of such underlying securities;
 - (h) “disclosure date” means 29 January 2015, being the latest practicable date prior to the publication of this document;
 - (i) “disclosure period” means the period of 12 months ending on the Disclosure Date;
 - (j) an “exempt fund manager” means a person who manages investment accounts on a discretionary basis and is recognised by the Panel as an exempt fund manager for the purposes of the Takeover Code;
 - (k) an “exempt principal trader” means a person who is recognised by the Panel as an exempt principal trader for the purposes of the Takeover Code;
 - (l) Being “interested” in relevant securities includes where a person (otherwise than through a short position):
 - (i) owns relevant securities; or
 - (ii) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or has general control over them; or
 - (iii) by virtue of an agreement to purchase, option or derivative, has the right or option to acquire relevant securities or to 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; or
 - (iv) is 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;
 - (m) “relevant securities” means securities which comprise equity share capital (or derivatives referenced thereto) and securities convertible into rights to subscribe for and options (including traded options) in respect of any such securities; and
 - (n) “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 another person to purchase or take delivery.

5.2 *Interests of Henderson in the Company*

Henderson is currently interested in 185,325,944 Existing Ordinary Shares, representing 12.7 per cent. of the voting rights of the Company.

On 29 January 2015 (being the last practicable date prior to the posting of this document) Henderson held the following Loan Notes:

	<i>Principal Amount</i>
2013 CLNs	£4,693,917
2014 CLNs	£3,500,000

The relevant interests of funds managed by Henderson in the Company and its maximum controlling position, at the date of this document and following any conversion of Loan Notes by Henderson, will be as follows:

<i>Name</i>	<i>Number of Existing Ordinary Shares</i>	<i>Percentage holding in the Company</i>	<i>Number of Ordinary Shares following the conversion of the Loan Notes*</i>	<i>Percentage of the share capital following the conversion of the Loan Notes*</i>
Henderson on behalf of certain of its funds	185,352,944	12.7	9,903,618,084	88.6
Henderson on behalf of certain funds for the purpose of a short position	12,712,548	0.9	12,712,548	0.1

* Including accrued interest and assuming full draw down under the 2014 CLNs and only Henderson convert.

5.3 *Market dealings in relevant securities of the Company by Henderson*

The following dealings have taken place during the disclosure period in relevant securities of the Company by funds managed by Henderson:

<i>Fund</i>	<i>Date</i>	<i>Nature of Transaction</i>	<i>Number of Existing Ordinary Shares</i>	<i>Price per Existing Ordinary Share (£)</i>
Volantis	16/05/14	Short	424,422	0.007
Volantis	23/05/14	Short	415,000	0.007
Volantis	03/06/14	Short	330,303	0.007
Volantis	10/06/14	Short	240,209	0.007
Volantis	11/06/14	Short	3,250,000	0.006
Volantis	20/06/14	Short	526,540	0.007
Volantis	23/06/14	Short	630,149	0.007
Volantis	24/06/14	Short	800,351	0.007
Volantis	25/06/14	Short	1,356,326	0.007
Henderson UK & Irish Sm Cos Fund	26/06/14	Buy	1,000,000	0.007
Henderson UK & Irish Sm Cos Fund	30/06/14	Buy	500,000	0.007
Henderson UK & Irish Sm Cos Fund	03/07/14	Buy	856,454	0.007
Henderson UK & Irish Sm Cos Fund	08/07/14	Buy	500,000	0.007

5.4 *Save as disclosed in paragraphs 5.2 and 5.3 of this Part III:*

- (a) Henderson had no interest in or right to subscribe for, nor had any short position in relation to, any relevant securities of the Company, nor had it dealt in any such relevant securities during the disclosure period;
- (b) none of the directors of Henderson (including any members of such director's respective immediate families, related trusts or connected persons) had an interest in or a right to

subscribe for, or had any short position in relation to any relevant securities of the Company, nor had any such person dealt in such securities during the disclosure period;

- (c) no person acting in concert with Henderson had an interest in or a right to subscribe for, or had any short position in relation to, any relevant securities of the Company, nor had any such person dealt in any such securities during the disclosure period;
- (d) there were no arrangements which existed between Henderson or any person acting in concert with Henderson Global Investors, and any other person;
- (e) neither Henderson nor any person acting in concert with Henderson had borrowed or lent any relevant securities of the Company, save for any borrowed shares which have either been on-lent or sold; and
- (f) neither Henderson nor any person acting in concert with it have entered into agreements, arrangements or understandings (including any compensation arrangement) with any of the Company's Directors, recent Directors, Shareholders, recent Shareholders or any other person interested or recently interested in Existing Ordinary Shares which are connected with or dependent upon the outcome of the Proposals. Henderson has entered into no agreement, arrangement or understanding to transfer any interest acquired in the Company, as a result of the Proposals.

6. Henderson's intentions regarding the Company's business

Henderson has informed the Board that it currently intends to allow the Company to continue with its proposed strategy, as detailed further Part I of this document.

Henderson does not have any intentions regarding the Company's business that would affect

- the strategic plans of the Company;
- the employment of the Company's or its own personnel including the continued employment of, or the conditions of employment of, any of the Company's management; or
- the location of the Company's or its own business or operating subsidiaries; or
- the Company's Ordinary Shares trading on AIM

Henderson does not have any immediate intentions to dispose of or otherwise change the use of any of the fixed assets within the Company. Henderson does not intend to make any changes to the existing trading facilities for the relevant securities of the Company.

7. Financial information on Henderson

This information is being provided as part of the required disclosures under the Takeover Code.

The information listed below relating to Henderson is hereby incorporated by reference into this document.

Information

Source of Information

- | | |
|---|---|
| 1. Interim results for the six month period ended 30 June 2014 | Interim results announcement dated 16 September 2014 |
| 2. Turnover, net profit or loss before and after taxation, the charge for tax, extraordinary items, minority interests, the amount absorbed by dividends per share for Henderson the three years ended 31 December 2010, 31 December 2011, 31 December 2012 and 31 December 2013. | Henderson annual report and accounts, consolidated income statement and dividends paid and proposed on page 2011:11, 2012:15 and 2013:82.

If you are reading this document in hard copy please enter the web address below in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.
http://www.henderson.com/sites/henderson/group/financials/financialresults/archive.aspx |
| 3. A statement of the assets and liabilities shown in the audited accounts of Henderson for the years ended 31 December 2010, 31 December 2011, 31 December 2012 and 31 December 2013. | Henderson annual report and accounts, consolidated statement of financial position on page 2011:13, 2012:17 and 2013:84.

If you are reading this document in hard copy please enter the web address below in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.
http://www.henderson.com/sites/henderson/group/financials/financialresults/archive.aspx |
| 4. A cashflow statement as provided in the audited accounts for Henderson for the years ended 31 December 2010, 31 December 2011 and 31 December 2012 and 31 December 2013. | Henderson annual report and accounts, consolidated cash flow statement/consolidated statement of cash flows on page 2011:15, 2012:19 and 2013:86.

If you are reading this document in hard copy please enter the web address below in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.
http://www.henderson.com/sites/henderson/group/financials/financialresults/archive.aspx |
| 5. Significant accounting policies of Henderson together with any points from the notes to the accounts which are of major relevance to an appreciation of the figures. | Henderson annual report and accounts, significant accounting policies on pages 2011: 18 to 59, 2012: 22 to 63 and 2013: 89 to 132

If you are reading this document in hard copy please enter the web address below in your web browser to be brought to the relevant document. If you are reading this document in soft copy, please click on the web address below to be brought to the relevant document.
http://www.henderson.com/sites/henderson/group/financials/financialresults/archive.aspx |

Henderson 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 this document and any documents incorporated by reference in this document. Hard copies of any documents incorporated by reference in this document will not be provided unless such a request is made. Requests for hard copies of any such document should be directed by post to Henderson Global Investors Limited, 201 Bishopsgate, London EC2M 3AE or by telephone to +44 (0)20 7818 1818.

PART IV

ADDITIONAL INFORMATION

1. Responsibility

- 1.1 The Directors, whose names and functions appear in paragraph 2 below, and the Company accept responsibility for the information contained in this document, other than: (i) the recommendation set out in paragraph 18 of the Chairman's letter, for which only the Independent Directors accept responsibility; and (ii) the information relating to Henderson, for which each of the members of Henderson accepts responsibility as set out below. To the best of the knowledge and belief of the Directors and the Company (who have taken all reasonable care to ensure that such is the case) the information 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.
- 1.2 Henderson accepts responsibility for the information contained in this document which pertains to them. To the best of the knowledge and belief of Henderson (who has taken all reasonable care to ensure that such is the case) the information contained in this document which pertains to them is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

The Directors and their positions at the date of this document are as follows:

Clive Carver	<i>Non-executive Chairman</i>
Leonard Reece	<i>Chief Executive Officer</i>
Colin Hutchinson	<i>Finance Director</i>
Nigel Moore	<i>Non-executive Director</i>
Cameron Davies	<i>Non-executive Director</i>

The business address of each of the Directors is the Company's registered address.

3. Principal Activity of the Group

The Company is the holding company of a group of companies whose principal activity continues to be as an oil and gas exploration and production company.

4. Interests and Dealings

- 4.1 At the close of business on the disclosure date, the interests, rights to subscribe and short positions of the Directors (and any person whose interests in Ordinary Shares is taken to be interested in pursuant to Part 22 of the Act and related regulations), all of which are beneficial unless otherwise stated, in Ordinary Shares were as follows:

<i>Director</i>	<i>Number of Ordinary Shares</i>	<i>Number of Options</i>
Clive Carver	–	26,568,871
Len Reece	–	69,079,066
Nigel Moore	119,500	1,000,000
Cameron Davies	150,000	1,000,000
Colin Hutchinson	–	5,313,774

- 4.2 At the close of business on the disclosure date, the interests of the Directors in the Incentive Loan Notes were as follows:

<i>Director</i>	<i>Principal amount of Incentive Loan Notes</i>
Clive Carver	17,500
Len Reece*	63,644
Nigel Moore	–
Cameron Davies	–
Colin Hutchinson	–

* As at 31 December 2014 £29,170 remains owed to the Company in respect of the Incentive Loan Notes under the salary sacrifice scheme.

- 4.3 The terms of the Incentive Loan Notes are the same as that of the 2013 Convertible Loan Notes as described in paragraph 8.19 in this Part IV.

- 4.4 As at the close of business on the disclosure date and save as set out in paragraphs 4.1 and 4.2 of this Part IV and this paragraph:

4.4.1 none of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) had an interest in or a right to subscribe for, or had any short position in relation to, any relevant securities, nor had any such person dealt in any relevant securities of the Company;

4.4.2 no person acting in concert with the Company had an interest in or a right to subscribe for, or had any short position in relation to, any relevant securities, nor had any such person dealt in any relevant securities of the Company;

4.4.3 neither the Company nor any of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) had any interest in or right to subscribe for, or had any short position in relation to any relevant securities of any member of Henderson, nor has any such person dealt in any such securities during the disclosure period;

4.4.4 no associate of the Company had any interest in, or right to subscribe for, or had any short position in relation to, any relevant securities;

4.4.5 no pension fund of the Company or associate of the Company had any interest in or right to subscribe for, or had any short position in relation to, any relevant securities;

4.4.6 no employee benefit trust of the Company or of an associate of the Company had any interest in or right to subscribe for, or had any short position in relation to, any relevant securities;

4.4.7 no connected adviser to the Company or to an associate of the Company or to a person acting in concert with the Company, nor any person controlling, controlled by or under the same control as any such connected adviser (except for an exempt principal trader or exempt fund manager) had any interest in or right to subscribe for, or had any short position in relation to, any relevant securities;

4.4.8 the Company has not redeemed or purchased any relevant securities during the disclosure period;

4.4.9 there were no arrangements which existed between the Company or any person acting in concert with the Company or any associate of the Company and any other person; and

4.4.10 neither the Company nor any person acting in concert with the Company had borrowed or lent any relevant securities.

5. Market Quotations

The following table shows the closing middle market quotations of Existing Ordinary Shares, as derived from the Daily Official List of the London Stock Exchange on the first business day of each of the six months immediately before the date of this document and on 30 January 2015 (being the latest practicable date prior to the posting of this document):

<i>Date</i>	<i>Price per Ordinary Share (pence)</i>
1 August 2014	0.525
1 September 2014	0.425
1 October 2014	0.425
3 November 2014	0.400
1 December 2014	0.325
2 January 2015	0.275
30 January 2015	0.310

6. Directors' Service Agreements, Letters of Appointment, Remuneration and Fees

6.1 The services of the Directors are provided to the Group under the following agreements:

6.1.1 *Leonard Reece*

Leonard Reece entered into a director's service agreement with the Company dated 22 August 2012 in respect of his appointment as chief executive officer of the Company. Under the service agreement, Mr Reece receives a salary of £220,000 per annum gross, inclusive of any director's fees payable to him by the Company and is entitled to twenty-eight (28) working days' paid holiday per annum. The Board may exercise its absolute discretion to pay Mr Reece a bonus of such amount, at such time, subject to such conditions and at such intervals as the Board may determine. In addition, the Company shall reimburse to him all reasonable expenses wholly and properly incurred by him in the proper performance of his duties subject to the Company's guidelines. The service agreement can be terminated by either party giving twelve (12) months' written notice. Mr Reece is subject to a gardening leave provision and to non-compete and non-solicitation provisions for a period of twelve (12) months following termination of the service agreement.

On 11 April 2013 the Company entered into an arrangement with Leonard Reece whereby, in return for a retention payment of £63,644, to be invested in Incentive Loan Notes, Leonard Reece agreed to reduce his annual post tax salary by £31,822 for a period of 2 years.

6.1.2 *Clive Carver*

Clive Carver and Elk Associates LLP (as Clive Carver's employer) entered into an agreement for services with the Company dated 23 December 2012 in respect of Mr Carver's appointment as a non-executive director of the Company. Under the service agreement, the Company shall pay Elk Associates LLP a fee of £30,000 per annum. In addition, the Company shall pay Elk Associates LLP a daily rate of £1,250 plus VAT in relation to any work undertaken by Mr Carver in excess of 2 calendar days per month. The Company shall also reimburse Elk Associates LLP all reasonable expenses wholly and properly incurred by Mr Carver in the proper performance of his duties, subject to the Company's guidelines. The agreement is to continue until terminated by the Company or Elk Associates LLP giving six (6) months' written notice.

This agreement was amended on 1 May 2013. Under the terms of the amendment the Company shall pay Elk Associates LLP a fee of £60,000 per annum with no charge for additional days worked.

6.1.3 *Cameron Davies*

Cameron Davies entered into a letter of appointment with the Company dated 10 September 2010 in respect of his appointment as a non-executive director of the Company. Under the letter of appointment, Mr Davies receives a director's fee of £30,000 per annum paid monthly in arrears. The Company shall also reimburse to him all reasonable expenses wholly and properly incurred by him in the proper performance of his duties, subject to the Company's guidelines. Under the letter of appointment, Mr Davies is expected to attend such Board meetings or Board committee meetings and undertake such travel as may be required by the Board. The letter of appointment is to continue until terminated by either party giving three (3) months' written notice. In the event that there is a change of control of the Company, Mr Davies may, by serving written notice on the Company within three months of the change of control taking effect, terminate his engagement by giving one month's notice to the Company.

6.1.4 *Nigel Moore*

Nigel Moore entered into a director's service agreement with the Company dated 28 June 2006 in respect of his appointment as a non-executive Director of the Company. Under the service agreement, Nigel Moore receives a director's fee of £30,000 per annum paid monthly in arrears. The Company shall also reimburse to him all reasonable expenses wholly and properly incurred by him in the proper performance of his duties, subject to the authorisation of a member of the Board and the Company's guidelines. Under the service agreement, Nigel Moore is expected to attend such Board meetings or Board committee meetings and undertake such travel as may be required by the Board. The service agreement is to continue until terminated by either party giving six (6) months' written notice. In the event that there is a change of control of the Company, Nigel Moore may, by serving written notice on the Company within three months of the change of control taking effect, terminate his engagement by giving one month's notice to the Company.

6.1.5 *Colin Hutchinson*

Colin Hutchinson entered into a director's service agreement with the Company dated 20 August 2014 in respect of his appointment as finance director of the Company. Under the service agreement, Mr Hutchinson receives a salary of £125,000 per annum gross, inclusive of any director's fees payable to him by the Company and is entitled to twenty-five (25) working days' paid holiday per annum. The Board may exercise its absolute discretion to pay Mr Hutchinson a bonus of such amount, at such time, subject to such conditions and at such intervals as the Board may determine. In addition, the Company shall reimburse to him all reasonable expenses wholly and properly incurred by him in the proper performance of his duties subject to the Company's guidelines. The service agreement can be terminated by either party giving twelve (12) months' written notice. Mr Hutchinson is subject to a gardening leave provision and to non-compete and non-solicitation provisions for a period of twelve (12) months following termination of the service agreement.

6.2 Other than as disclosed in paragraph 6.1 above:

- 6.2.1 there are no service contracts between any of the Directors and the Company or any of its subsidiaries;
- 6.2.2 no Director is entitled to commission or profit sharing arrangements;
- 6.2.3 no service contract or letter of appointment of any Director has been entered into or amended within the period of six months prior to the date of this document; and
- 6.2.4 other than statutory compensation and payment in lieu of notice, no compensation is payable by the Company or any of its subsidiaries to any Director upon early termination of their appointment.

7. Material changes

Save as disclosed in paragraphs 1, 2 and 3 of Part I of this document, there has been no significant change in the financial and trading position of the Group since 30 June 2014, being the date to which its last interim financial information was prepared.

8. Material contracts

Save as disclosed in this paragraph 8, the Group has not entered into any material contracts (being contracts not entered into in the ordinary course of business) within the previous two years.

8.1 *Agreements relating to the commercial development of the Petišovci field*

8.1.1 A joint venture agreement dated 23 March 2001 between Nafta d.o.o. (“**Nafta**”) and Ascent Slovenia Limited (“**Ascent Slovenia**”) governing the rights and obligations with respect to the re-development of the Mura Depression Production Area – Dolina and Petišovci Production Fields (the “**Concession Area**”) (the “**Original JVA**”). Nafta and Ascent Slovenia entered into an operating agreement dated 17 July 2001 governing the mutual rights and obligations with respect to their conduct of petroleum operations (the “**Joint Operations**”) under the Original JVA (the “**Original JOA**”).

On 2 February 2004, Nafta assigned to Geoenergo d.o.o. (“**Geoenergo**”) its right and obligations under the Original JVA. The Original JVA and the Original JOA were revised and restated by a Restated Joint Operating Agreement dated 20 October 2013 between Geoenergo (1) and Ascent Slovenia (2) (the “**Restated JOA**”).

The respective participating interests of the parties in relation to the hydrocarbons produced from the Concession Area are Geoenergo (25 per cent.) and Ascent Slovenia (75 per cent.). Notwithstanding its participating interest, Ascent Slovenia is entitled to 90 per cent. of the proceeds and Geoenergo is entitled to 10 per cent. of the proceeds from hydrocarbons produced in the Concession Area from the effective date of the Original JVA until such time as Ascent Slovenia recovers all expenditure incurred by it as a result of financing of the project.

The operating committee constituted under the Restated JOA (the “**Operating Committee**”) shall be comprised of representatives of each party holding a participating interest. Each party shall appoint one representative and one alternative representative to serve on the Operating Committee. The Operating Committee has the power and the duty to authorise and supervise joint operations that are necessary or desirable to properly explore and exploit the Concession Area.

The parties appointed Ascent Slovenia to be the manager (the “**Manager**”) of the Petišovci field project. The Manager is entitled to have possession and control of all joint venture property and must (among other things):

- (a) organise the performance of the Joint Operations;
- (b) ensure that all Joint Operations are conducted in a diligent, safe and efficient manner; and
- (c) engage, dismiss, supervise and control all management, technical and labour personnel necessary for the performance of its obligations under the agreement.

The parties agreed to vote in favour of the appointment of Geoterm as the operator of the Petišovci field project (the “**Operator**”). The Operator shall (among other things):

- (a) execute all services and works in the Concession Area required for the performance of the Joint Operations;
- (b) obtain, evaluate and accept competitive quotes and tenders for works and services;

- (c) comply with laws and authorisations applicable; and
- (d) acquire all permits, consents, approvals and other right that may be required.

As the legal holder of the mining right for the exploitation of the hydrocarbons in the Concession Area, Geoenergo shall (among other things):

- (a) communicate with the authorities with respect to all matters arising in relation to the Joint Operations;
- (b) acquire all permits, consents, approvals and other rights that may be required for the conduct of the Joint Operations in the Concession Area;
- (c) ensure that all periodic payment, royalties, taxes, fees and other payments pertaining to the Joint Operations are paid; and
- (d) at all times ensure, to the extent possible, Ascent Slovenia has free access to the Concession Area for the purposes of fulfilling its obligations and exercising its rights under the agreement.

On or before the first day of October of each calendar year, the Manager shall deliver to the parties a proposed work program and budget detailing the Joint Operations to be performed for the following calendar year (“**Proposed Work Program and Budget**”). The Manager may call a meeting at which the Operating Committee shall consider and endeavour to agree on the Proposed Work Program and Budget, or it may circulate the Proposed Work Program and Budget for vote. Any Approved Work Program and Budget may be revised by the Operating Committee from time to time.

The Restated JOA will terminate only on the written agreement of all non-defaulting parties or upon a Termination Event (as defined therein). The Restated JOA is governed by the laws of the Republic of Slovenia.

- 8.1.2 A service agreement dated 30 October 2013 between Geoenergo, Ascent Slovenia and Petrol Geoterm d.o.o. (“**Geoterm**”) (the “**Service Agreement**”). The Restated JOA provides, *inter alia*, for Geoterm to be appointed as the Operator who shall act as the preferred contractor for the joint venture for the performance of the following works and services: operating the Geoterm infrastructure, well design (except fracking), drilling, procurement of material and equipment, permitting, and, to the extent possible and technically and financially suitable, also geology studies, reservoir analysis and engineering, petroleum economics, well control, geosciences and development and production design.

Under the Service Agreement, Geoterm represents and warrants that it has the capability, experience, management expertise, financial resources, equipment, staff and all other facilities required to carry out the services in a competent and expeditious manner. Geoterm shall keep and maintain the Geoterm Infrastructure in good order and will use its best efforts to ensure that the Geoterm Infrastructure is fully functional at all times.

In consideration for the provision of its services under the Services Agreement, Geoterm shall be entitled to a fixed fee of (a) €25,000 per month prior to the start of the production of hydrocarbons; and (b) €40,000 per month from the start of the production of hydrocarbons onwards.

Geoterm shall assume entire responsibility for and shall indemnify and hold harmless the joint venture parties from and against any and all losses, liabilities, claims, damages, costs, expenses, judgments and penalties arising directly or indirectly out of or in connection with or as a result of the performance of the services.

The Service Agreement shall terminate on the occurrence of (a) all the non-defaulting parties agreeing in writing to terminate the agreement; (b) the Restated JOA being terminated, expiring

or the final settlement thereunder being agreed; or (c) Geoterm being removed as Operator of the Restated JOA.

The Service Agreement is governed by the law of the Republic of Slovenia.

8.1.3 A framework build, operate and transfer project agreement dated 30 October 2013 between Geoenergo and Ascent Slovenia as amended by an annex agreement dated 10 January 2014 (the “**Infrastructure Agreement**”). The parties understand that the initial Geoterm infrastructure may not be satisfactory for the effective and economical conduct of Joint Operations in the Concession Area. For this purpose, the joint venture parties may decide to design, develop and construct a new infrastructure (“**New Infrastructure**”). The Infrastructure Agreement defines the parties’ respective rights and obligations relating to the construction, operation and ownership of the New Infrastructure.

If the joint venture parties decides to construct the New Infrastructure, then:

- (a) they shall identify land plots within the Concession Area for the construction and operation of the New Infrastructure;
- (b) when constructing the New Infrastructure, the joint venture parties will be responsible for equipment, obtaining necessary authorisations, obtaining necessary visas and work permits for foreign personnel and the recruitment of local labour in compliance with applicable law;
- (c) Geoterm will make any land plots within the Concession Area available to the joint venture parties (and their respective employees, contractors, subcontractors and advisors) where the joint venture parties plans to construct the New Infrastructure; and
- (d) Geoterm shall make available to the joint venture parties (and their respective employees, contractors, subcontractors and advisors) all utilities necessary for the construction and operation of the New Infrastructure, provided that the joint venture parties will reimburse Geoterm all reasonable costs for such provision.

After completion of any part of the New Infrastructure, Geoterm shall operate such New Infrastructure. Geoterm undertakes that it will operate the New Infrastructure exclusively for the purpose of the joint venture and will not use the New Infrastructure for any other activities without prior written consent of the joint venture parties.

All costs for operating the New Infrastructure shall be invoiced and paid as provided for in the Service Agreement.

The Infrastructure Agreement shall terminate if (i) all the non-defaulting parties agree in writing to terminate the agreement or (ii) the Restated JOA has been terminated or expired and the final settlement has been made among the joint venture members.

The Infrastructure Agreement is governed by the laws of the Republic of Slovenia.

8.2 *Disposal of Ascent Italia*

On 19 July 2013, the Company entered into a sale and purchase agreement with GPS (the “**Ascent Italia SPA**”) pursuant to which the Company agreed to dispose of the whole of its interest in Ascent Italia, which held the Group’s interests in the exploration permits in Frosinone, Fiume Arrone and Strangolagalli, to GPS.

Under the terms of Ascent Italia SPA, the consideration for the sale was satisfied as follows:

- (a) by the payment by GPS to the Company on closing of €100,000 in cash;
- (b) by the assumption by GPS of all future work commitments (estimated to amount to €7,300,000) and financial liabilities of Ascent Italia (consisting of a €700,000 bank loan);

- (c) by the issue to Ascent Italia of ordinary shares in the Company to the value of €300,000 at the average market price of such ordinary shares over the last 15 days prior to the closing date.

In addition, the Company agreed to write off a capital contribution to Ascent Italia of €600,000. Furthermore, the Ascent Italia SPA provides that the Company shall be granted a call option to buy back at least a 51 per cent. participation at cost, plus an additional 5 per cent., in any future discovery made by Ascent Italia. The call option is priced at €100,000 (which was netted off against the €100,000 receivable by the Company from GPS) and also provides for the Company to acquire any other assets in the energy business developed and deployed by GPS including, but not limited to, on-site gas-to-power, hydroelectric, mini-wind farms, photovoltaic and waste-to-energy plants. The call option has 48 months duration.

Under the Ascent Italia SPA, the Company gave and received customary representations and warranties for a transaction of this nature. The Ascent Italia SPA is governed by the laws of Italy.

8.3 *Disposal of Netherlands offshore licences*

8.3.1 On 29 May 2013, Ascent Resources Netherlands B.V. (“**Ascent Netherlands**”) (a wholly owned subsidiary of the Company) entered into a sale and purchase agreement with Tulip Oil Netherlands B.V. (“**Tulip Oil**”) pursuant to which Ascent Netherlands agreed to dispose of its full interests in the Netherlands Exploration Licences Terschelling-Noord and M10a and M11 to Tulip Oil for a total cash consideration of €450,000. The sale and purchase agreement grants Ascent Netherlands the right to re-purchase a 10 per cent. interest in each of the Terschelling-Noord Licence and M10a and M11 Licences once Tulip Oil has made a final investment decision with respect to the commercial development of the Terschelling-Noord field. As at the date of this document, the right to re-purchase the 10 per cent. interest in the licences remains unexercised.

Under the sale and purchase agreement, Ascent Netherlands gave and received customary representations and warranties for a transaction of this nature. The sale and purchase agreement is governed by the laws of the Netherlands and completed on 23 September 2013.

8.3.2 On 29 May 2013, the Company and GTO Limited (“**GTO**”) entered into a deed of settlement and release pursuant to which the Company and GTO agreed to terminate all discussions in connection with a possible joint venture arrangement in respect of the Group’s Netherlands offshore licences. In consideration of the payment by the Company of €130,000 to GTO, the Company and GTO agreed to terminate the letter of intent dated 30 March 2009 entered into between them (the “**Joint Venture Letter**”) and to waive any and all claims arising out of, or in connection with, the Joint Venture Letter.

8.4 *Disposal of interest in PetroHungaria Kft*

On 19 April 2013, the Company entered into a sale and purchase agreement with Dualex Nyirseg Inc., Geomega Kft and Swede Resources AB (together, the “**Joint Venture Partners**”) pursuant to which the Company agreed to dispose of its 48.66 per cent. interest in the PetroHungaria Kft, which held the Group’s interest in the Penészlek field, to the Joint Venture Partners. The total consideration payable by the Joint Venture Partners to the Company under the sale and purchase agreement was €450,000.

Under the sale and purchase agreement, the Company gave and received customary representations and warranties for a transaction of this nature. The sale and purchase agreement is governed by the laws of Alberta.

8.5 *Henderson 2013 Subscription Agreement*

Pursuant to a letter agreement between the Company and Henderson dated 23 December 2012, Henderson agreed to subscribe for 3,000,000 2013 Convertible Loan Notes for £3 million and, subject to certain conditions, to subscribe for up to a further 2,500,000 2013 Convertible Loan Notes for up to £2 million.

The obligation for Henderson to subscribe for 2013 Convertible Loan Notes in the second tranche was conditional upon there being no material adverse change to the Ascent Group or the Petišovci project. Subject to the terms of the subscription agreement, Henderson agreed to underwrite the Open Offer by undertaking that in the event that the proceeds of the Open Offer fall short of £2.5 million, Henderson would subscribe for such number of 2013 Convertible Loan Notes as the principal amount of which is equal to such shortfall. The Company agreed to pay Henderson an underwriting fee of two (2) per cent. of the aggregate amount of the 2013 Convertible Loan Notes payable in two tranches, on the first and second tranche subscriptions for the 2013 Convertible Loan Notes.

Pursuant to the terms of the subscription agreement, for as long as any 2013 Convertible Loan Notes are outstanding, Henderson shall be entitled to nominate for appointment two non-executive directors to the Board, one of whom may be appointed as the non-executive Chairman.

8.6 ***2013 Convertible Loan Note Instrument***

On 23 December 2012, the Company entered into a loan note instrument, pursuant to which the 2013 Convertible Loan Notes are constituted.

Interest is payable on any outstanding 2013 Convertible Loan Note at nine (9) per cent. per annum which shall accrue on each quarter day, calculated on a 365 day year.

Subject to the terms of the 2013 Convertible Loan Note Instrument, the 2013 Convertible Loan Notes and any accrued and unpaid interest thereon shall be convertible into fully paid Ordinary Shares at a conversion price of £0.005 per Ordinary Share. The number of Ordinary Shares to be issued on conversion may be adjusted in certain circumstances which includes a capital reorganisation but excluding the issue by the Company of Ordinary Shares pursuant to any option scheme operated by the Company. On an adjustment event or a capital reorganisation the Company will ask the professional adviser or the auditors of the Company to certify the adjustments to the number of the Ordinary Shares to be converted which they consider to be necessary so that after such adjustment and on conversion the holder of the 2013 Convertible Loan Notes will be entitled to receive the same percentage of the issued share capital of the Company carrying the same proportion of votes exercised at a general meeting of Shareholders and the same entitlement to participate in distributions of the Company, in each case as nearly as practical, as would have been the case had no adjustment event or capital reorganisation occurred.

Henderson shall be entitled to demand redemption of the 2013 Convertible Loan Notes then in issue in the event that the Company is in material breach of the 2013 Convertible Loan Note Instrument or in the event of a change of control. In addition, 2013 Convertible Loan Notes shall be immediately redeemed when an event of default by the Company occurs, such events of default including an administration order being made in relation to the Company or the passing of a resolution for the winding up, liquidation or administration of the Company.

Unless previously redeemed or converted the principal amount and any interest accrued thereon of the 2013 Convertible Loan Notes will be redeemed by the Company on 31 January 2015.

A holder of the 2013 Convertible Loan Notes may transfer any 2013 Convertible Loan Note (in full) to any party to whom the holder of the 2013 Convertible Loan Notes may transfer Ordinary Shares in accordance with the Articles.

The 2013 Convertible Loan Note Instrument contains certain restrictions and obligations on the Company which include a prohibition on amending the Articles and the obligation to maintain sufficient authorised but unissued share capital equity share capital in the Company to satisfy in full the outstanding rights of conversion attaching to the 2013 Convertible Loan Notes.

8.7 ***Subscription and Warranty Resolution Agreement***

On 18 December 2013, the Company and GPS entered into the Subscription and Warranty Resolution pursuant to which GPS agreed to subscribe for 83,333,334 Ordinary Shares in the Company at a price of £0.012 per share for a total consideration of £1 million.

In addition, the Company agreed to issue to GPS 275,000,000 Ordinary Shares in the Company in full and final settlement of any and all claims or potential claims made by GPS against the Company in connection with the Ascent Italia SPA (further details of which are provided in paragraph 8.2 above).

Pursuant to the terms of the Subscription and Warranty Resolution Agreement, GPS agreed not to dispose of any interest in any of its Ordinary Shares for a period of 12 months following the date of the agreement except through the Company's broker.

Under the terms of the Subscription and Warranty Resolution Agreement, the Company agreed that, for so long as GPS continues to hold at least 20 per cent. of the issued share capital of the Company, GPS shall be entitled to appoint one non-executive director to the board who shall have responsibility for project finance and new investment.

8.8 ***Henderson 2014 Subscription Agreement***

Pursuant to a letter agreement between the Company and Henderson dated 3 February 2014, Henderson agreed to subscribe for 2,000,000 2014 Convertible Loan Notes for £2 million and, subject to certain conditions, to subscribe for up to a further 3,000,000 2014 Convertible Loan Notes for up to £3 million in six additional tranches.

The obligation for Henderson to subscribe for 2014 Convertible Loan Notes in the additional tranches will subsist only from 31 March 2014 and is conditional upon there being no material adverse change to the Group and there having been demonstrable progress on the development of the Petišovci project. The proceeds of all subscriptions for the 2014 Convertible Loan Notes shall be used to fund the Company's working capital and capital expenditure requirements to 31 December 2014.

The subscription agreement contains certain warranties given by the Company to Henderson, including warranties relating to the conduct of the Company's business and compliance with laws and negative pledges by the Company not to carry out certain actions without the consent of Henderson, including the variation of rights attached to equity securities or amending the Articles.

8.9 ***2014 Convertible Loan Note Instrument***

On 3 February 2014, the Company entered into a loan note instrument, pursuant to which the 2014 Convertible Loan Notes are constituted.

Interest is payable on any outstanding 2014 Convertible Loan Note at nine (9) per cent. per annum which shall accrue on each quarter day, calculated on a 365 day year.

Subject to the terms of the 2014 Convertible Loan Note Instrument, the 2014 Convertible Loan Notes and any accrued and unpaid interest thereon shall be convertible into fully paid Ordinary Shares at a conversion price of the lower of 1 pence per Ordinary Share and any price subsequently gained through the marketing of any undrawn amounts under the 2014 Convertible Loan Note Instrument to non-Henderson investors by the Company. If Henderson subscribes for more than two of the additional six tranches, then the conversion price shall be 0.5 pence.

The number of Ordinary Shares to be issued on conversion may be adjusted in certain circumstances which includes a capital reorganisation but excluding the issue by the Company of Ordinary Shares pursuant to any option scheme operated by the Company. On an adjustment event or a capital reorganisation the Company will ask the professional adviser or the auditors of the Company to certify the adjustments to the number of the Ordinary Shares to be converted which they consider to be necessary so that after such adjustment and on conversion the holder of the 2014 Convertible Loan Notes will be entitled to receive the same percentage of the issued share capital of the Company carrying the same proportion of votes exercised at a general meeting of Shareholders and the same

entitlement to participate in distributions of the Company, in each case as nearly as practical, as would have been the case had no adjustment event or capital reorganisation occurred.

Henderson shall be entitled to demand redemption of the 2014 Convertible Loan Notes then in issue in the event that the Company is in material breach of the 2014 Convertible Loan Note Instrument or in the event of a change of control. In addition, 2014 Convertible Loan Notes shall be immediately redeemed when an event of default by the Company occurs, such events of default including an administration order being made in relation to the Company or the passing of a resolution for the winding up, liquidation or administration of the Company.

Unless previously redeemed or converted the principal amount and any interest accrued thereon of the 2014 Convertible Loan Notes will be redeemed by the Company on 23 December 2014. Henderson may, at its discretion, extend the final redemption date for a further twelve months. The Company may, at any time before the final redemption date, repay the principal amount outstanding in full or in part, together with interest accrued thereon.

A holder of the 2014 Convertible Loan Notes may transfer any 2014 Convertible Loan Note (in full) to any party to whom the holder of the 2014 Convertible Loan Notes may transfer Ordinary Shares in accordance with the Articles.

The 2014 Convertible Loan Note Instrument contains certain restrictions and obligations on the Company which include a prohibition on amending the Articles and the obligation to maintain sufficient authorised but unissued share capital equity share capital in the Company to satisfy in full the outstanding rights of conversion attaching to the 2014 Convertible Loan Notes.

8.10 *Darwin loan facility*

On 30 November 2013, the Company entered into a term loan facility with Darwin pursuant to which Darwin agreed to advance to the Company up to £500,000 (the “**Facility**”) to be used for general corporate purposes. The Facility may be drawn down in three tranches provided that no draw down shall be less than £25,000. The Facility bears interest (accruing daily) at 12 per cent. per annum and is payable on the repayment of the Facility. The Facility was repaid by the Company on 25 September 2014.

8.11 *Darwin SEDA*

On 11 February 2013, the Company entered into an equity finance facility agreement with Darwin pursuant to which the Darwin SEDA was made available to the Company.

The Darwin SEDA provides the Company with a £10 million facility which (subject to certain conditions, including the termination of the Yorkville SEDA and other limited restrictions) can be drawn down at any time during the 3 year period commencing on 11 February 2013. The timing and value of any drawdown under the Darwin SEDA is at the sole discretion of the Company.

The Company is under no obligation to make any further draw downs under the Darwin SEDA. The Company may make draw downs up to the total value of the Darwin SEDA by way of issuing subscription notices to Darwin. Following delivery of a subscription notice, Darwin will subscribe and the Company will allot to Darwin new Ordinary Shares in the Company.

The subscription price for any Ordinary Shares to be subscribed by Darwin under a subscription notice will be at a 5 per cent. discount to the average of the 8 lowest reference prices where the reference prices will be the volume weighted average price of Ordinary Shares for each of 15 trading days following delivery of a subscription notice (the “**Pricing Period**”). The Company is also obliged to specify in each subscription notice a minimum price (the “**Floor Price**”) below which Ordinary Shares would not be issued to Darwin. The Company will have the right to modify that Floor Price at any time with the consent of Darwin during the relevant Pricing Period. The number of Ordinary Shares issued on each draw down may not exceed 25 per cent. of the issued Ordinary Shares as enlarged by the issue.

The maximum number of Ordinary Shares which may be issued under any individual subscription notice will be 400 per cent. of the average daily trading volume of the Company's Ordinary Shares over the 15 trading days preceding the issue of the relevant subscription notice. The number of shares to be issued may be reduced in certain circumstances, including where the Floor Price is not maintained, the Company's shares not being traded or the Company having suffered a material adverse effect during the Pricing Period. There is an over-allotment facility available to the Company under which the Company may authorise Darwin at Darwin's discretion to increase the amount of draw down by up to the aggregate undrawn amount under the Darwin Loan Facility.

The issuance of a subscription notice is conditional upon the satisfaction of certain subscription notice conditions which have been agreed between Darwin and the Company. Any subscription notice which the Company may issue will only be valid to the extent that it has the requisite shareholder authority to issue the maximum number of Ordinary Shares that Darwin may be required to subscribe under the relevant subscription notice.

8.12 ***GPS Subscription Agreement***

On 16 May 2014, the Company and GPS entered into a conditional subscription agreement pursuant to which GPS agreed to initially subscribe for new Ordinary Shares to the value of £11.7 million at a price of 0.8 pence per Ordinary Share (the "**Initial Subscription**"). In addition, GPS agree to subscribe for new Ordinary Shares up to an additional £3.3 million in value subject to further conditions related to, *inter alia*, the performance of the Petišovci project (the "**Further Subscription**").

The conditions in relation to the Initial Subscription have not been met and consequently the Initial Subscription and Further Subscription have not been effected.

8.13 ***Henderson Irrevocable Undertaking***

On 16 May 2014, the Company, GPS and Henderson entered into an undertaking whereby Henderson has irrevocably undertaken to each of GPS and the Company, *inter alia*:

- (a) immediately following the Initial Subscription (as defined in paragraph 8.12 above), to convert the 2014 CLNs then held by them; and
- (b) immediately following the Initial Subscription, to tender 50 per cent. in principal amount of the 2013 CLNs owned by Henderson for repurchase by the Company and to convert the remaining 50 per cent. of the 2013 CLNs owned by Henderson.

As the Initial Subscription has not completed, neither of (a) or (b) has occurred.

8.14 ***Henderson Letter***

On 16 May 2014, conditional upon completion of the Initial Subscription (as defined in paragraph 8.12 above), the Company and Henderson entered into the Henderson Letter under which Henderson and Ascent have agreed that Henderson will retain the right to appoint a director to the Board, providing Henderson is entitled to exercise, or control the exercise of, in aggregate 15 per cent. or more of the voting rights in the Company (but excluding, for the avoidance of doubt, any voting rights attaching to Ordinary Shares in which Henderson is interested, or of which Henderson is able to direct the voting, which are not managed by the investment management teams operating under the Volantis Capital name).

However, as the Initial Subscription has not completed, the Henderson Letter has not taken effect.

8.15 *Relationship Agreement*

On 16 May 2014, conditional upon completion of the Initial Subscription (as defined in paragraph 8.12 above), the Company, GPS, Henderson and Ascent Italia entered into the Relationship Agreement which regulates the ongoing relationship between those parties.

The principal purpose of the Relationship Agreement is to ensure that all transactions and relationships between the Company, GPS and Ascent Italia are at arm's length and on a normal commercial basis.

The Relationship Agreement will terminate upon GPS and Ascent Italia, together with their respective associates ceasing between them to be entitled to exercise, or control the exercise of, in aggregate 20 per cent. or more of the voting rights in the Company.

Pursuant to the terms of the Relationship Agreement, the parties agree, among other things:

- (a) for so long as GPS and Ascent Italia and their respective associates are, between them, entitled to exercise or control the exercise of, in aggregate, 20 per cent. or more of the voting rights, GPS and Ascent Italia shall exercise their voting rights, and shall instruct each director nominated by them to exercise his or her voting rights with a view to ensuring that:
 - the Group shall be managed for the benefit of Shareholders as a whole;
 - all transactions, agreements and relationships (whether contractual or otherwise) between GPS and Ascent Italia and any member of the Group shall be conducted on arm's length terms and on a normal commercial basis and in accordance with the related party rules set out in the AIM Rules; and
 - the Company shall be managed in accordance with the Corporate Governance Code to the extent practicable for the size, stage of development and operations of the Group at the relevant time or any other corporate governance regime adopted by the Board from time to time; and
- (b) in addition, for so long as GPS and Ascent Italia and their respective associates are, between them, entitled to exercise or control the exercise of, in aggregate, 20 per cent. or more of the voting rights, GPS and Ascent Italia undertake to the Company that they shall not, and shall procure that no director nominated by them shall (save where such nominated director is acting in accordance with his or her statutory and/or fiduciary duties):
 - no action is taken that would cause any member of the Group to breach its obligations under any applicable law or regulation including, without limitation, AIM Rule 13; and
 - no variations are made to the Company's Articles which would be contrary to the terms of the Relationship Agreement;
- (c) GPS and Ascent shall be entitled, but not obliged, to participate in any issue of Ordinary Shares for cash carried out by the Company, on terms no less favourable to GPS and Ascent Italia, in order to maintain their percentage shareholding;
- (d) any director with a personal conflict of interest, including any director nominated by GPS and Ascent Italia, in relation to matters involving the Company and GPS and/or Ascent Italia, shall not be entitled to vote on that matter unless otherwise provided by the Articles (and for the avoidance of doubt, a director nominated by GPS having declared a non-personal conflict of interest would be able to vote on the relevant matter based on his assessment of what is in the best interests of the Company), however the exercise of the voting rights of GPS and Ascent Italia, solely for the purpose of maintaining their level of shareholding in the Company, will not be considered to be a conflict of interest; and
- (e) for so long as GPS and Ascent Italia and their respective associates are, between them, entitled to exercise or control the exercise of, in aggregate:

- 15 per cent. or more of the voting rights, but less than 20 per cent. of the voting rights, GPS will have the right to nominate one executive or non-executive director to the board of directors of Ascent; and
- 20 per cent. or more of the voting rights, GPS will have the right to nominate one executive director and one non-executive director to the board of directors of Ascent in the case of a board comprising of five directors. In the case of a board comprising of seven directors, GPS will have the right to nominate a third director as an executive or non-executive director at its discretion.

In addition, the Relationship Agreement provides that the board will include at least 2 independent directors at all times. At present, the Company has 5 board members. It is agreed that Nigel Moore and Cameron Davies are non-executive independent directors. The parties agree to use their best endeavours to procure the appointment as soon as practicably possible, of 1 additional non-executive independent director, whose independent status must be approved by the Company, GPS and Ascent Italia. In addition, the Company agrees to ensure that any maximum in the permitted number of directors from time to time is not exceeded as a consequence of GPS exercising its rights pursuant to the Relationship Agreement, and shall, where necessary, procure the retirement of any director (not appointed by GPS) from the board of Ascent in order to permit GPS to exercise its rights.

Furthermore, within the Relationship Agreement:

- (f) each of the Company and GPS (for so long as GPS and Ascent Italia and their respective associates are, between them, entitled to exercise or control the exercise of, in aggregate, 20 per cent. or more of the voting rights of Ascent) has undertaken to Henderson that the Company shall not, without the consent of the director nominated by Henderson under the Henderson Letter (the “**Henderson Director**”):
- enter into or agree to enter into any disposal of any significant assets or any part of the business of the Company representing 10% or more of the market value of the Company or 10% of the net asset value of the Company (whichever is the greater) at that time (a “**Sale**”);
 - enter into or agree to enter into any acquisition of any assets or business representing 10% or more of the consolidated net asset value of the Company and its subsidiaries at that time for a consideration: (i) other than the immediate or deferred payment of cash and which: (ii) involves either any equity fund raising (a “**Placing**”) involving the issue of more than 10% of the then issued share capital of the Company (either to fund the acquisition or a share for share issue) or requires the creation and issue of a new class of financial instrument by the Company in connection with a related party transaction to be entered into by the Company or is otherwise on non-commercial terms (a “**Non Cash Acquisition**”); or
 - carry out or agree to carry out any Placing: (i) involving the issue of 10% or more of the then issued share capital of the Company or (ii) which is at a price representing a discount of more than 10% to the volume weighted average price of Ordinary Shares for the preceding 15 trading days at the time that the Placing is agreed, as derived from the Daily Official List of the London Stock Exchange;
- (g) Henderson is granted the power to call for an independent valuation in relation to any Sale or Non Cash Acquisition;
- (h) for so long as GPS and Ascent Italia and their respective associates are, between them, entitled to exercise or control the exercise of, in aggregate, 15 per cent. or more of the voting rights of Ascent, the Company agrees with GPS and Ascent Italia and their respective associates that the Company will not (and will procure that no member of the Group shall) without the consent of a director nominated by GPS and Ascent Italia and their respective associates:

- enter into or agree to enter into a Sale;
 - enter into or agree to enter into any Non Cash Acquisition; or
 - carry out or agree to carry out any Placing: (i) involving the issue of 10% or more of the then issued share capital of the Company; or (ii) at a price representing a discount of more than 10% to the volume weighted average price of Ordinary Shares for the preceding 15 trading days at the time that the Placing is agreed, as derived from the Daily Official List of the London Stock Exchange; and
- (i) GPS and Ascent Italia and their respective associates are granted the power to call for an independent valuation in relation to any Sale or Non Cash Acquisition.

However, as the Initial Subscription has not completed, the Relationship Agreement has not taken effect

8.16 *Variation of terms of 2014 Convertible Loan Notes*

On 8 September 2014 the Company agreed a variation on the terms of the 2014 Loan notes as previously agreed in February 2014. Under these terms Henderson agreed to subscribe for a further £2 million in principal of convertible loan notes in units of £1 each, convertible into ordinary shares at the rate of 500 per loan note. The balance of £2 million drawn in February would also be convertible at a price of 500 per loan note unless the Company was able to conclude a transaction by 1 December 2014.

As a condition of this variation Henderson was granted security over the Company's shareholding in Ascent Slovenia Limited, which holds the Company's rights under the Petišovci concession.

8.17 *Equitable mortgage over registered shares in Ascent Slovenia Limited*

On 6 November 2014 the Company created an equitable mortgage in favour of Henderson Global Investors and Henderson Alternative Investment Advisors Limited over 100% of the share capital of Ascent Slovenia Limited as security for all present and future obligations due by the Company to Henderson.

8.18 *Supplemental Loan Note Instruments*

On 2 February 2015, following the passing of the resolution required to amend the Loan Notes being passed by the requisite majority of the Loan Note holders, the Company entered into the Supplemental Loan Note Instruments, varying the terms of the 2013 Convertible Loan Note Instrument and the 2014 Convertible Loan Note Instrument respectively. The changes to the 2013 Convertible Loan Note Instrument and the 2014 Convertible Loan Note Instrument effected by the Supplemental Loan Note Instruments are as follows:

- (a) the 2013 Convertible Loan Note Instrument and the 2014 Convertible Loan Note Instrument have been amended to provide a maturity date of either 19 November 2015 or, if earlier, the occurrence of a Liquidity Event;
- (b) the Loan Notes have an effective conversion price equivalent to 0.1p per Ordinary Share such that the holders of Loan Notes (assuming full draw down of the 2014 CLNs and assuming all Loan Note holders convert) will on conversion hold some 87.3 per cent. of the enlarged share capital of the Company on a fully diluted basis;
- (c) the Loan Notes have ceased to accrue interest as from and including 1 February 2015 and no interest payments in respect of interest already accrued will be made until the Loan Notes are redeemed; and
- (d) no further adjustments to the effective conversion price will be permitted, unless the Company adjusts the nominal value of its Ordinary Shares; and

- (e) in the event that Independent Shareholders do not vote in favour of the Resolutions or conversion of the Loan Notes is not possible for any legal or regulatory reason, the amount payable to Loan Note holders on a Liquidity Event will be three times the principal value of the Loan Notes plus accrued interest.

8.19 *Incentive Scheme*

8.19.1 *Purpose*

The purpose of the Incentive Scheme is to reward key senior management for the progress of the business of the Group and for the creation of value for Shareholders.

8.19.2 *Material terms of the Incentive Scheme*

Awards of Options will be made by the remuneration committee of the Board to participants.

The exercise price of the Options will be one penny per scheme share.

The total number of Ordinary Shares to be issued under the Incentive Scheme and any other share plan that the Company has in place shall not exceed 10 per cent. of the issued share capital of the Company in any ten year rolling period.

8.19.3 *Eligible persons*

Clive Carver, Len Reece and such other key senior management as the remuneration committee of the Board may determine.

8.19.4 *Pool allocation*

The number of the Ordinary Shares granted under the Incentive Scheme to the participants was initially as follows:

Clive Carver	26,568,871 Ordinary Shares
Len Reece	69,079,066 Ordinary Shares
Others	18,066,831 Ordinary Shares

The number of Ordinary Shares granted under the Incentive Scheme will be automatically adjusted to reflect increases in the number of Ordinary Shares that are in issue.

8.19.5 *Vesting events*

Ordinary Shares equal to the value of each participant's share of the pool will be issued to participants on the earliest of the following vesting events:

- (i) The third anniversary of an award;
- (ii) A change of control of the Company; or
- (iii) A sale of the Slovenian project for consideration in excess of £40 million.

8.19.6 *Good leaver/bad leaver provisions*

The treatment of leavers will vary depending on whether they are good or bad leavers. All shares for a bad leaver will lapse on cessation of employment. An intermediate leaver will have the value of their reward capped by a calculation of the shares due (pro rated by time elapsed since grant) x the share price at the date of leaving. This will crystallise an amount which would then become payable either at the end of three years or on an event of exit if sooner.

A good leaver would be the same as an intermediate leaver except that the value of the shares would be that on the date of an exit or after three years whichever was the sooner (in other words it will not be capped by reference to the share price on the date of leaving).

For the avoidance of doubt, the entitlements of a director under the Incentive Scheme will not be affected if a director retires by rotation or fails to be re-elected as a director.

9. General

- 9.1 finnCap 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.
- 9.2 No agreement, arrangement or understanding (including any compensation arrangement) exists between Henderson, finnCap and any of the Directors, recent directors of the Company, Shareholders or recent shareholders of the Company having any connection with or dependence upon the Proposals set out in this document. No arrangements for the transfer of securities acquired under the proposed transaction are currently in place.
- 9.3 During the 12 months preceding the date of this document, finnCap has been dealing for value in relevant securities, acting as market maker and trading as principal.

10. Obtaining hard copies of information incorporated by reference

You may request a hard copy of any information incorporated into this document by reference by contacting the registered office of the Company at 5 New Street Square, London EC4A 3TW between 9.00 a.m. and 5.30 p.m. (London time) Monday to Friday or on 020 7251 4905 from within the UK or +44 207 251 4905 if calling from outside the UK. It is important that you note that unless you make such a request, a hard copy incorporated into this document by reference will not be sent to you.

11. Documents available on the website

Copies of the following documents will be made available at the following website address www.ascentresources.co.uk from the date of posting of this document up to the date of the General Meeting:

- (a) the memorandum and articles of association of the Company;
- (b) the interim results statement of the Company for the six months ended 30 June 2013;
- (c) the audited consolidated accounts of the Company for the years ended 31 December 2013 and 31 December 2012 and 31 December 2011;
- (d) the material contract referred to in paragraph 8.18 above; and
- (e) a copy of this document together with the Notice.

Date: 3 February 2015

PART V

NOTICE OF GENERAL MEETING

Ascent Resources plc

(Incorporated in England and Wales under the Companies Act 1985 with registered number 3416346)

NOTICE IS HEREBY GIVEN that a General Meeting of Ascent Resources plc (the “**Company**”) will be held at the offices of finnCap Ltd, 60 New Broad Street, London EC2M 1JJ on 19 February 2015 at 10.30 a.m. to consider and, if thought fit, pass the following resolutions of which resolutions 1 and 2 will be proposed as ordinary resolutions and resolution 3 as a special resolution.

Unless the context requires otherwise, words and expressions defined in the circular dated 3 February 2015, of which this notice forms part, have the same meanings when used in this Notice.

ORDINARY RESOLUTIONS

1. **THAT**, the waiver granted by the Panel on Takeovers and Mergers of the obligation that would otherwise arise for Henderson to make a general offer to the Shareholders for the entire issued and to be issued share capital of the Company, pursuant to Rule 9 of the Takeover Code, as a result of the allotment and issue of equity securities to Henderson pursuant to the conversion in full of the Loan Notes held by Henderson into Ordinary Shares, be and is hereby approved.
2. **THAT**, subject to and conditional upon the passing of resolution 1, in accordance with section 551 of the Companies Act 2006 (the “**Act**”), the directors of the Company from time to time (the “**Directors**”) be generally and unconditionally authorised to exercise all powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company up to a maximum aggregate nominal amount of £10,017,031.68 (10,017,031,680 Ordinary Shares), provided that this authority shall be limited to the allotment of up to 10,017,031,680 Ordinary Shares with a nominal value of £10,017,031.68 pursuant to the conversion in full of the Loan Notes into Ordinary Shares; and the authorities conferred by this resolution shall expire on 31 December 2016 (unless renewed varied or revoked by the Company prior to or on that date) but the Company may, before this authority expires, make an offer or agreement which would or might require shares in the Company or rights to be allotted or granted after this authority expires and that the Directors may allot shares in the Company or grant rights pursuant to such an offer or agreement as if the authority conferred by this resolution had not expired.

SPECIAL RESOLUTION

3. **THAT**, subject to and conditional upon the passing of resolutions 1 and 2, in accordance with section 571(1) of the Act, the Directors be empowered to allot equity securities for cash (within the meaning of section 560 of the Act) arising from the issue of Ordinary Shares upon conversion of the Loan Notes in full into Ordinary Shares referred to in resolution 2 above as if section 561 of the Act did not apply to any such allotment, provided that this power shall expire on 31 December 2016 (unless renewed varied or revoked by the Company prior to or on that date) but the Company may, before this authority expires, make an offer or agreement which would or might require shares in the Company or rights to be allotted or granted after this authority expires and that the Directors may allot shares in the Company or grant rights pursuant to such an offer or agreement as if the authority conferred by this resolution had not expired.

Registered Office:
5 New Street Square
London EC4A 3TW

By Order of the Board
C Hutchinson
Company Secretary

Dated 3 February 2015

Notes to the Notice of General Meeting

1. Entitlement to attend and vote

Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, the Company specifies that only those members registered on the Company's register of members at 6 p.m. on 17 February 2015 shall be entitled to attend and vote at the Meeting. Changes to entries on the register of members after this time will be disregarded in determining the right of any person to attend or vote at the General Meeting.

2. Appointment of proxies

If you are a member of the Company at the time set out in note 1 above, you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at the General Meeting and you should have received a proxy form with this notice of General Meeting. You can only appoint a proxy using the procedures set out in these notes and the notes to the proxy form.

A proxy does not need to be a member of the Company but must attend the Meeting in order to represent you. Details of how to appoint the Chairman of the General Meeting or another person as your proxy using the proxy form are set out in the notes to the proxy form. If you wish your proxy to speak on your behalf at the General Meeting you will need to appoint your own choice of proxy (not the Chairman) and give your instructions directly to them.

You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy, please contact the registrars of the Company, Computershare Investor Services PLC on 0870 889 3201.

A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the General Meeting.

3. Appointment of proxy using hard copy proxy form

The notes to the proxy form explain how to direct your proxy how to vote on each resolution or withhold their vote.

To appoint a proxy using the proxy form, the form must be:

- completed and signed;
- sent by post to Computershare Investor Services PLC, The Pavilions, Bristol BS99 6ZY or delivered by hand during normal business hours only to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE; and
- received by Computershare Investor Services PLC no later than 48 hours (excluding non-business days) prior to the Meeting.

In the case of a member which is a company, the proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company.

Any power of attorney or any other authority under which the proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.

4. Appointment of proxy by joint members

In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).

5. Changing proxy instructions

To change your proxy instructions simply submit a new proxy appointment using the methods set out above. Note that the cut-off time for receipt of proxy appointments (see above) also applies in relation to amended instructions; any amended proxy appointment received after the relevant cut-off time will be disregarded.

Where you have appointed a proxy using the hard-copy proxy form and would like to change the instructions using another hard-copy proxy form, please contact Computershare Investor Services PLC on 0870 889 3201.

If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

6. Termination of proxy appointments

In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to Computershare, The Pavilions, Bridgwater Road, Bristol BS99 6ZY or by facsimile transmission to 0870 703 6322. In the case of a member which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice.

In either case, the revocation notice must be received by Computershare Investor Services PLC no later than 48 hours (excluding non-business days) prior to the General Meeting.

If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the paragraph directly below, your proxy appointment will remain valid.

Appointment of a proxy does not preclude you from attending the General Meeting and voting in person. If you have appointed a proxy and attend the General Meeting in person, your proxy appointment will automatically be terminated.

7. Corporate representatives

A member that is a company or other organisation not having a physical presence cannot attend the General Meeting in person but can appoint someone to represent it. This can be done in one of two ways: either by the appointment of a proxy (described above) or of a corporate representative. Members considering the appointment of a corporate representative should check their own legal position, the Company's Articles and the relevant provision of the Act.

8. Communications with the Company

Except as provided above, members who have general queries about the General Meeting should telephone Computershare Investor Services PLC on 0870 889 3201 (no other methods of communication will be accepted). You may not use any electronic address provided either in this Notice of General Meeting; or any related documents (including the Chairman's Letter and Form of Proxy), to communicate with the Company for any purposes other than those expressly stated.

(1) ASCENT RESOURCES PLC

and

(2) HENDERSON GLOBAL INVESTORS LIMITED

and

(3) HENDERSON ALTERNATIVE INVESTMENT ADVISOR LIMITED

SUPPLEMENTAL LOAN NOTE INSTRUMENT
relating to the loan note instrument dated 3 February 2014 as amended and restated on
5 September 2014
constituting £4,000,000 9 per cent. unsecured convertible loan notes

5 New Street Square | London EC4A 3TW
Tel +44 (0)20 7300 7000
Fax +44 (0)20 7300 7100
DX 41 London
www.taylorwessing.com

TaylorWessing

THIS LOAN NOTE INSTRUMENT is made on 2 February 2015

BETWEEN

- (1) **ASCENT RESOURCES PLC** (company number 05239285) whose registered office is at 5 New Street Square, London EC4A 3TW (the "**Company**"); and
- (2) **HENDERSON GLOBAL INVESTORS LIMITED** (company number 00906355) whose registered office is at 201 Bishopsgate, London EC2M 3AE in its capacity as discretionary investment manager of The Strathclyde Pension Fund and Henderson UK and Irish Smaller Companies Fund; and
- (3) **HENDERSON ALTERNATIVE INVESTMENT ADVISOR LIMITED** (company number 00962757) whose registered office is at 201 Bishopsgate, London EC2M 3AE in its capacity as discretionary investment manager of The Alphagen Volantis Fund Limited, Henderson UK Small Cap Best Ideas Fund and The Citigroup Pension Plan Investment Committee,

(together "**Henderson**").

INTRODUCTION

- (A) On 3 February 2014 the Company constituted a loan note instrument for £4,000,000 Unsecured 9 per cent. Convertible Loan Notes of £1 each (the "**Original Loan Note Instrument**").
- (B) On 5 September 2014, the terms of the Original Loan Note Instrument were amended and restated by agreement between the Company and the Investor Majority (the "**Amended and Restated Loan Note Instrument**").
- (C) As at the date of this deed, the Company has drawn down the principal amount of £3,500,000 under the Amended and Restated Loan Note Instrument.
- (D) The Company has now agreed with the Investor Majority, that the Amended and Restated Loan Note Instrument shall be varied in accordance with the terms set out in this instrument (the "**Supplemental Loan Note Instrument**").

TERMS

By this Supplemental Loan Note Instrument the Company **UNDERTAKES AND DECLARES** as follows.

1. Definitions and Interpretation

1.1 Unless the contrary intention appears, the following definitions apply:

"Accrued Interest" means interest on the outstanding Notes accrued to 31 January 2015 and as yet unpaid;

"Amended Conversion Price" means 0.1 pence per Ordinary Share;

"Business Day" means a day other than a day which is a Saturday, Sunday or public holiday in England;

"Company" means the Company and when the context permits every subsidiary undertaking;

"Conversion" means the conversion of the principal amount of the Notes outstanding into Ordinary Shares at the Amended Conversion Price;

"Conversion Notice" means a notice in writing from any Noteholder to convert all (but not part only) of the outstanding Notes held by them into Ordinary Shares;

"Extended Redemption Date" means 19 November 2015;

"Investor Majority" means the holders of 50.01 per cent. of the nominal amount of the Notes outstanding;

"Liquidity Event" means an event upon the occurrence of any of the following: (i) a general offer being made for the Company (ii) the redemption in cash of any Note (iii) a change of control of the Company or Petišovci project;

"Long Stop Date" means 31 July 2015;

"Notes" means the 3,500,000 Unsecured Convertible Loan Notes of £1 each constituted by the Amended and Restated Loan Note Instrument as varied by this Supplemental Loan Note Instrument or, as the case may be, the principal amount from time to time issued and paid up and outstanding, and **"principal amount"** shall be construed accordingly;

"Noteholders" means the several persons for the time being entered in the register as holders or joint holders of the Notes;

"Ordinary Shares" means ordinary shares of 0.10p each in the capital of the Company having the rights set out in the articles of association of the Company; and

"Resolutions" means all shareholder and other resolutions the passing of which is necessary for the amendment and conversion on the terms of this Supplemental Loan Note Instrument of the Notes including (if necessary) the passing of the Whitewash Resolution.

- 1.2 Terms defined in the Amended and Restated Loan Note Instrument will have the same meaning here, save as expressly set out above.
- 1.3 Save as expressly varied by this Supplemental Loan Note Instrument, the Amended and Restated Loan Note Instrument shall continue in full force and effect until termination in accordance with its terms.
- 1.4 Words and expressions defined in the Subscription Letter shall have the same meaning when used in this Instrument.
- 1.5 Any phrase introduced by the terms **"including"**, **"include"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 The schedule and the appendices to this Instrument form part of (and are incorporated into) this Instrument.
- 1.7 A **"person"** includes a corporate or unincorporated body.
- 1.8 Words in the singular include the plural and in the plural include the singular.

- 1.9 A reference to a clause, a schedule or an appendix is (unless expressly stated otherwise) a reference to a clause of, or schedule to, or appendix to this Instrument.
- 1.10 Clause, schedule and appendix headings do not affect the interpretation of this Instrument.
- 1.11 A reference to one gender includes a reference to the other and the neuter gender.
- 1.12 Except as otherwise provided, expressions defined in the Companies Act 2006 shall be read as if defined in that way in this Instrument.

2. Interest

As from and including 1 February 2015:

- (a) interest shall cease to accrue on any outstanding Notes; and
- (b) any Accrued Interest will become payable in full along with the principal amount at the Extended Redemption Date.

3. Redemption

The principal amount of the Notes and the Accrued Interest shall be repaid in full on:

- (a) the Extended Redemption Date; or
- (b) the occurrence of a Liquidity Event.

4. Conversion

- 4.1 Subject to the passing of the Resolutions, the Notes shall be capable of Conversion at any time into fully paid Ordinary Shares at the Amended Conversion Price. Conversion shall be effected by serving a Conversion Notice not less than 20 Business Days prior to the proposed Conversion Date.
- 4.2 Unless the Company adjusts the nominal value of the Ordinary Shares, the Company and Henderson hereby agree that there shall be no further downwards adjustment to the Conversion Price regardless of whether or not the Company fails to meet any payment when due in respect of the Notes.

5. Failure to convert

In the event that the Resolutions are not passed by the Long Stop Date, or any other legal or regulatory restriction prevents the Conversion of the Notes:

- (a) the Noteholders shall not be entitled to a Conversion of any outstanding Notes; and
- (b) where a Liquidity Event occurs, the redemption amount payable by the Company to the Noteholders shall be calculated as three times the principal amount of the Notes outstanding as at the date of payment plus the Accrued Interest.

6. Miscellaneous

- 6.1 Where there is any conflict between this Supplemental Loan Note Instrument and the Amended and Restated Loan Note Instrument, the terms of this Supplemental Loan Note Instrument shall prevail.
- 6.2 This Supplemental Loan Note Instrument may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

7. Third party rights

This Supplemental Loan Note Instrument is enforceable under the Contracts (Rights of Third Parties) Act 1999 by the Company and any Noteholder, but not by any other person.

8. Law and jurisdiction

- 8.1 This Supplemental Loan Note Instrument, the Amended and Restated Loan Note Instrument and the Notes, and any claim, dispute or issue arising out of or in connection with this instrument or the Notes or their subject matter (including non-contractual claims), will be governed by, and construed in accordance with, the laws of England.
- 8.2 The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with, this Instrument or its subject matter (including non-contractual claims). Accordingly, any proceedings relating to, or in connection with, this Supplemental Loan Note Instrument or the Notes may be brought in such courts.

This deed has been executed and delivered as a deed on the date stated at the beginning of it.

EXECUTED by ASCENT RESOURCES)
PLC)
 acting by a director)
 in the presence of:)

..... Director

Name of witness:

Address of witness:

EXECUTED AS A DEED by)
HENDERSON GLOBAL INVESTORS LIMITED)
in its capacities as discretionary investment manager)
of The Strathclyde Pension Fund and the)
Henderson UK & Irish Smaller Companies Fund)
acting by two authorised signatories)

.....

Authorised signatory

.....

Authorised signatory

EXECUTED AS A DEED by)
HENDERSON ALTERNATIVE INVESTMENT)
ADVISOR LIMITED in its capacities as)
discretionary investment manager of Citigroup)
Pension Plan, The Alphagen Volantis Fund Limited and)
The Alphagen UK Small Cap Best Ideas Fund Limited)
acting by two authorised signatories)

.....

Authorised signatory

.....

Authorised signatory

DATED

2 February

2015

(1) ASCENT RESOURCES PLC

and

(2) HENDERSON GLOBAL INVESTORS LIMITED

and

(3) HENDERSON ALTERNATIVE INVESTMENT ADVISOR LIMITED

SUPPLEMENTAL LOAN NOTE INSTRUMENT

**relating to the loan note instrument dated 23 December 2012 constituting £5,500,000
9 per cent. unsecured convertible loan notes**

5 New Street Square | London EC4A 3TW
Tel +44 (0)20 7300 7000
Fax +44 (0)20 7300 7100
DX 41 London
www.taylorwessing.com

TaylorWessing

THIS LOAN NOTE INSTRUMENT is made on 2 February 2015

BETWEEN

- (1) **ASCENT RESOURCES PLC** (company number 05239285) whose registered office is at 5 New Street Square, London EC4A 3TW (the "**Company**"); and
- (2) **HENDERSON GLOBAL INVESTORS LIMITED** (company number 00906355) whose registered office is at 201 Bishopsgate, London EC2M 3AE in its capacity as discretionary investment manager of The Strathclyde Pension Fund and Henderson UK and Irish Smaller Companies Fund; and
- (3) **HENDERSON ALTERNATIVE INVESTMENT ADVISOR LIMITED** (company number 00962757) whose registered office is at 201 Bishopsgate, London EC2M 3AE in its capacity as discretionary investment manager of The Alphagen Volantis Fund Limited, Henderson UK Small Cap Best Ideas Fund and The Citigroup Pension Plan Investment Committee,

(together "**Henderson**").

INTRODUCTION

- (A) On 23 December 2012 the Company constituted a loan note instrument for £5,500,000 Unsecured 9 per cent. Convertible Loan Notes of £1 each (the "**Original Loan Note Instrument**").
- (B) As at the date of this deed, the Company has drawn down the principal amount of £4,951,907 under the Original Loan Note Instrument.
- (C) The Company has now agreed with the Investor Majority, that the Original Loan Note Instrument shall be varied in accordance with the terms set out in this instrument (the "**Supplemental Loan Note Instrument**").

TERMS

By this Supplemental Loan Note Instrument the Company **UNDERTAKES AND DECLARES** as follows.

1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:

"**Accrued Interest**" means interest on the outstanding Notes accrued to 31 January 2015 and as yet unpaid;

"**Amended Conversion Price**" means 0.1 pence per Ordinary Share;

"**Business Day**" means a day other than a day which is a Saturday, Sunday or public holiday in England;

"**Company**" means the Company and when the context permits every subsidiary undertaking;

"**Conversion**" means the conversion of the principal amount of the Notes outstanding into Ordinary Shares at the Amended Conversion Price;

"Conversion Notice" means a notice in writing from any Noteholder to convert all (but not part only) of the outstanding Notes held by them into Ordinary Shares;

"Extended Redemption Date" means 19 November 2015;

"Investor Majority" means the holders of 50.01 per cent. of the nominal amount of the Notes outstanding;

"Liquidity Event" means an event upon the occurrence of any of the following: (i) a general offer being made for the Company (ii) the redemption in cash of any Note (iii) a change of control of the Company or Petišovci project.

"Long Stop Date" means 31 July 2015;

"Notes" means the 4,951,907 Unsecured Convertible Loan Notes of £1 each constituted by the Original Loan Note Instrument as varied by this Supplemental Loan Note Instrument or, as the case may be, the principal amount from time to time issued and paid up and outstanding, and **"principal amount"** shall be construed accordingly;

"Noteholders" means the several persons for the time being entered in the register as holders or joint holders of the Notes;

"Ordinary Shares" means ordinary shares of 0.10p each in the capital of the Company having the rights set out in the articles of association of the Company; and

"Resolutions" means all shareholder and other resolutions the passing of which is necessary for the amendment and conversion on the terms of this Supplemental Loan Note Instrument of the Notes including (if necessary) the passing of the Whitewash Resolution.

- 1.2 Terms defined in the Original Loan Note Instrument will have the same meaning here, save as expressly set out above.
- 1.3 Save as expressly varied by this Supplemental Loan Note Instrument, the Original Loan Note Instrument shall continue in full force and effect until termination in accordance with its terms.
- 1.4 Words and expressions defined in the Subscription Letter shall have the same meaning when used in this Instrument.
- 1.5 Any phrase introduced by the terms **"including"**, **"include"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 The schedule and the appendices to this Instrument form part of (and are incorporated into) this Instrument.
- 1.7 A **"person"** includes a corporate or unincorporated body.
- 1.8 Words in the singular include the plural and in the plural include the singular.
- 1.9 A reference to a clause, a schedule or an appendix is (unless expressly stated otherwise) a reference to a clause of, or schedule to, or appendix to this Instrument.
- 1.10 Clause, schedule and appendix headings do not affect the interpretation of this Instrument.
- 1.11 A reference to one gender includes a reference to the other and the neuter gender.

- 1.12 Except as otherwise provided, expressions defined in the Companies Act 2006 shall be read as if defined in that way in this Instrument.

2. Interest

As from and including 1 February 2015:

- (a) interest shall cease to accrue on any outstanding Notes; and
- (b) any Accrued Interest will become payable in full along with the principal amount at the Extended Redemption Date.

3. Redemption

The principal amount of the Notes and the Accrued Interest shall be repaid in full on:

- (a) the Extended Redemption Date; or
- (b) the occurrence of a Liquidity Event.

4. Conversion

- 4.1 Subject to the passing of the Resolutions, the Notes shall be capable of Conversion at any time into fully paid Ordinary Shares at the Amended Conversion Price. Conversion shall be effected by serving a Conversion Notice not less than 20 Business Days prior to the proposed Conversion Date.

- 4.2 Unless the Company adjusts the nominal value of the Ordinary Shares, the Company and Henderson hereby agree that there shall be no further downwards adjustment to the Conversion Price regardless of whether or not the Company fails to meet any payment when due in respect of the Notes.

5. Failure to convert

In the event that the Resolutions are not passed by the Long Stop Date, or any other legal or regulatory restriction prevents the Conversion of the Notes:

- (a) the Noteholders shall not be entitled to a Conversion of any outstanding Notes; and
- (b) where a Liquidity Event occurs, the redemption amount payable by the Company to the Noteholders shall be calculated as three times the principal amount of the Notes outstanding as at the date of payment plus the Accrued Interest.

6. Miscellaneous

- 6.1 Where there is any conflict between this Supplemental Loan Note Instrument and the Original Loan Note Instrument, the terms of this Supplemental Loan Note Instrument shall prevail.

- 6.2 This Supplemental Loan Note Instrument may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

7. Third party rights

This Supplemental Loan Note Instrument is enforceable under the Contracts (Rights of Third Parties) Act 1999 by the Company and any Noteholder, but not by any other person.

8. Law and jurisdiction

- 8.1 This Supplemental Loan Note Instrument, the Original Loan Note Instrument and the Notes, and any claim, dispute or issue arising out of or in connection with this instrument or the Notes or their subject matter (including non-contractual claims), will be governed by, and construed in accordance with, the laws of England.
- 8.2 The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with, this Instrument or its subject matter (including non-contractual claims). Accordingly, any proceedings relating to, or in connection with, this Supplemental Loan Note Instrument or the Notes may be brought in such courts.

This deed has been executed and delivered as a deed on the date stated at the beginning of it.

EXECUTED by ASCENT RESOURCES)
PLC)
acting by a director)
in the presence of:)

..... Director

Name of witness:

Address of witness:

EXECUTED AS A DEED by)
HENDERSON GLOBAL INVESTORS LIMITED)
in its capacities as discretionary investment manager)
of The Strathclyde Pension Fund and the)
Henderson UK & Irish Smaller Companies Fund)
acting by two authorised signatories)

.....
Authorised signatory

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Authorised signatory

EXECUTED AS A DEED by)
HENDERSON ALTERNATIVE INVESTMENT)
ADVISOR LIMITED in its capacities as)
discretionary investment manager of Citigroup)
Pension Plan, The Alphagen Volantis Fund Limited and)
The Alphagen UK Small Cap Best Ideas Fund Limited)
acting by two authorised signatories)

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Authorised signatory

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Authorised signatory