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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 Application Form (in respect of shares held in certificated form) but not any personalised 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.

The Directors, whose names and functions appear on page 10 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, London Stock Exchange plc or any other authority or regulatory body.

The Existing Ordinary Shares are admitted to trading on AIM. Application will be made to London Stock Exchange plc for the Offer Shares to be admitted to trading on AIM. AIM is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM Securities are not admitted to the Official List of the UK Listing Authority. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser. London Stock Exchange plc has not itself examined or approved the contents of this document.

It is expected that admission to AIM and dealings in the New Ordinary Shares will commence on 2 May 2013.

Ascent Resources plc

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

Open Offer of up to 500,000,000 Ordinary Shares at 0.5 pence per share or 2,500,000 Convertible Loan Notes at 100 pence per Convertible Loan Note on the basis of 1 Offer Share for every 2.05 Existing Ordinary Shares or 1 Convertible Loan Note for every 410 Existing Ordinary Shares, Issue of Incentive Loan Notes Introduction of Incentive Scheme, Approval of the Waiver by the Takeover Panel

And

Notice of General Meeting

Nominated Adviser & Broker

finnCap

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 and to the Risk Factors in Part III of this document.

This document does not constitute an offer for sale or an invitation to subscribe for, or the solicitation of an offer to buy or subscribe for, Offer Shares in any jurisdiction where such an offer or solicitation is unlawful and, subject to certain exceptions is not for distribution in or into the United States, Australia, Canada, South Africa, New Zealand or Japan. Less than 3% of the Company's Ordinary Shares are held in each of the aforementioned jurisdictions at the time of posting this document. The Offer Shares will not be registered under the United States Securities Act of 1933 (as amended) or under the securities laws of any state of the United States or qualify for distribution under any of the relevant securities laws of Canada, Australia or Japan, nor has any prospectus in relation to the Offer Shares been lodged with or registered by the Australian Securities and Investments Commission or the Japanese Ministry of Finance. Overseas Shareholders and any person (including, without limitation, custodians, nominees and trustees) who has a contractual or other legal obligation to forward this document to a jurisdiction outside the UK should seek appropriate advice before taking any action.

The New Ordinary Shares will rank *pari passu* in all respects with the Existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid on the Existing Ordinary Shares after Admission.

finnCap Ltd, 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 Subscription and Open Offer and will not regard any other person (whether or not a recipient of this document) as its client in relation to the Subscription and Open Offer and will not be responsible to anyone other than Ascent Resources plc for providing the protections afforded to clients of finnCap Ltd, or for providing advice in relation to the Subscription and Open Offer or any transaction or arrangement referred to in this document. finnCap Ltd is not underwriting the Subscription or Open Offer. No

representation or warranty, express or implied, is made by finnCap Ltd as to the accuracy, completeness or fairness of any information in this document and finnCap Ltd accept no responsibility or liability for this document and accordingly disclaim all and any liability, whether arising in tort, contract or otherwise, which it might otherwise be found to have in respect of this document.

The Open Offer closes at 11.00 a.m. on 29 April 2013. If you are a Qualifying Shareholder and wish to apply for Offer Shares or Convertible Loan Notes under the Open Offer you should follow the procedure set out in Part II of this document and complete and return the accompanying Application Form. If Qualifying Shareholders have any queries on the procedure for acceptance and payment, or to receive another Application Form and/or Form of Proxy, they should contact Computershare on 0870 889 3201 or, if calling from outside the United Kingdom, +44 (0) 870 889 3201. Calls to the Computershare 0870 889 3201 number are charged at approximately 10 pence per minute (including VAT) plus any of your service provider's network extras. Calls to the 0870 889 3201 number from outside the UK are charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored for security and training purposes. Computershare cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice), where relevant, quoting the serial number of their Application Forms. Computershare will not give Qualifying Shareholders any other advice in connection with the Open Offer.

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ENCLOSURES

Application Form (if applicable)

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:

“Act”	the Companies Act 2006, as amended
“Admission”	admission of the Offer Shares to trading on AIM becoming effective in accordance with the AIM Rules
“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
“Application Form”	the application form to be used by Qualifying Shareholders in connection with the Open Offer
“Articles”	the articles of association of the Company (as amended from time to time)
“Bad Leaver”	a leaver of the Incentive Scheme who is summarily dismissed or who resigns to join a competitor
“Basic Entitlement”	the entitlement of Qualifying Shareholders to apply for Open Offer Shares or Offer Loan Notes on the basis of 1 Offer Share for every 2.05 Existing Ordinary Shares or 1 Convertible Loan Note for every 410 Existing Ordinary Shares
“BNPP”	BNP Paribas (Suisse) SA
“BNPP Facility”	the conditional facility to be provided by BNPP of up to £15 million in connection with the Petišovci project, which expires on 29 May 2013
“Business Day”	a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London, England
“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#)
“Change of Control”	means the acquisition of a controlling interest in the Company (as defined in section 1124 of the Corporation Tax Act 2010) by any person or persons acting in concert (as defined in the City Code on Takeovers and Mergers) with them or where there is a change of control by reason of a transaction treated for the purposes of the AIM Rules as one of, a reverse takeover, a fundamental change of business or a substantial transaction.
“Circular”	this document containing information about the Subscription, Open Offer and 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
“Convertible Loan Notes” or “Convertible Loan”	the 9% convertible loan notes of £1 each, convertible into 200 Ordinary Shares, each repayable on 31 January 2015, the principal terms of which are summarised in paragraph 8.2 of Part VII of this document
“Convertible Loan Note Instrument”	the convertible loan note instrument dated 23 December 2012 pursuant to which Convertible Loan Notes are constituted, the principal terms of which are summarised in paragraph 8.2 of Part VII of this document
“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, majority owned by a subsidiary of Henderson, AlphaGen Volantis Fund
“Darwin SEDA”	the standby equity distribution agreement made between Darwin and the Company, details of which are set out in paragraph 8.6 of Part VII of this document
“Directors” or “Board”	the directors of the Company as at the date of this document whose names are set out on page 10 of this document, or any duly authorised committee thereof
“Euroclear”	Euroclear UK & Ireland Limited
“Existing Ordinary Shares”	the 1,025,509,722 Ordinary Shares in issue at the date of this document, all of which are admitted to trading on AIM
“finnCap Ltd”	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
“FCA”	the UK Financial Services Authority (or its successor), the single regulator under FSMA
“FSMA”	the Financial Services and Markets Act 2000 (as amended from time to time)
“Fundraising”	together the Subscription and the Open Offer
“Fundraising Resolutions”	together, Resolution 1 and Resolution 2, as set out in the Notice of General Meeting contained in this document to be proposed at the General Meeting
“General Meeting”	or the General Meeting of the Company convened for 9.30 a.m. on 30 April 2013
“Good Leaver”	a leaver of the Incentive Scheme for reasons of death, ill health, injury, disability or the sale of the business or subsidiary that employs him, someone adjudged by an employment tribunal wrongfully dismissed, or for any other circumstances if the Board decides in any particular case
“Group”	the Company and its existing subsidiaries and subsidiary undertakings
“Henderson”	(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 (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, both of 201 Bishopsgate, London EC2M 3AE, or either of them as the context shall require
“Henderson Group”	Henderson Group plc, the ultimate parent company of Henderson Global Investors Limited and Henderson Alternative Investment Advisor Limited

“Incentive Loan Notes”	in total 81,144 Convertible Loan Notes to be purchased on behalf of Leonard Reece and by Clive Carver as summarised in paragraph 7.1 of Part I
“Incentive Scheme”	Ascent Resources 2013 Long Term Incentive Plan, as summarised in paragraph 7.2 of Part I and in paragraph 8.12 of Part VII
“Independent Directors”	directors of the Company other than Clive Carver
“Independent Shareholders”	shareholders of the Company other than Henderson
“Intermediate Leaver”	a leaver of the Incentive Scheme who is not a Good Leaver or a Bad Leaver
“ISIN”	International Securities Identification Number
“JV Consent”	the consent of the Group’s joint venture partners and signatories to the joint venture to the security arrangements required by BNPP under the BNPP Facility
“London Stock Exchange”	London Stock Exchange plc
“Money Laundering Regulations”	the Money Laundering Regulations 2007 (SI 2007/2157) (as amended)
“New Ordinary Shares”	the Offer Shares to be issued pursuant to the Open Offer
“Notice of General Meeting” or “Notice”	the notice of General Meeting set out at the end of this document
“Offer Loan Notes”	up to 2,500,000 Convertible Loan Notes which are to be made available to Qualifying Shareholders under the Open Offer
“Offer Price”	for subscription by Qualifying Shareholders under the Open Offer 0.5 pence per Ordinary Share or 100 pence per Convertible Loan Note
“Offer Shares”	up to 500,000,000 Ordinary Shares which are to be made available for subscription by Qualifying Shareholders under the Open Offer
“Open Offer”	the offer to Qualifying Shareholders to subscribe for the Offer Shares or Offer Loan Notes at the Offer Price, as described in this document
“Open Offer Entitlements”	entitlements to subscribe for Offer Shares or Offer Loan Notes, allocated to a Qualifying Shareholder pursuant to the Open Offer
“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
“Overseas Shareholders”	Shareholders resident in, or citizens of, jurisdictions outside the United Kingdom
“Phantom Shares”	means the calculation of the economic value payable to a holder of Convertible Loan Notes pursuant to paragraph 8.2 of Part VII of this document and by reference to the Ordinary Shares which would have been issued had the Convertible Loan Notes held been capable of conversion
“Proposals”	the proposals set out in this document including the Subscription and the Open Offer
“Prospectus Rules”	the Prospectus Rules published by the Financial Services Authority
“Qualifying CREST Shareholders”	Qualifying Shareholders whose Existing Ordinary Shares on the register of members of the Company on the Open Offer Record Date are held in uncertificated form
“Qualifying non-CREST Shareholders”	Qualifying Shareholders whose Existing Ordinary Shares on the register of members of the Company on the Open Offer Record Date are held in certificated form

“Qualifying Shareholders”	holders of Existing Ordinary Shares at the Record Date
“Receiving Agent”	Computershare
“Record Date”	6.00 p.m. on 11 April 2013
“Registrars”	Computershare
“Resolutions”	the resolutions set out in the Notice contained in this document to be proposed at the General Meeting
“Restricted Jurisdiction”	the United States, Australia, Canada, Japan, the Republic of Ireland, New Zealand, the Republic of South Africa and any other jurisdiction where the extension or availability of the Open Offer would breach any applicable law
“RIS”	a regulatory information service approved by the London Stock Exchange for the purposes of the AIM Rules
“Scheme Shares”	the New Ordinary Shares to be issued pursuant to the Incentive Scheme as set out in this document
“Securities Act”	the US Securities Act of 1933, as amended from time to time and the rules and regulation promulgated thereunder
“Shareholders”	holders of Ordinary Shares
“Subscription”	the subscription for Convertible Loan Notes by Henderson on and subject to the terms and conditions of the Subscription Agreement
“Subscription Agreement”	the agreement dated 23 December 2012 between the Company and Henderson, details of which are set out in paragraph 8.1 of Part VII of this document
“Subscription Loan Notes”	3 million Convertible Loan Notes subscribed for by Henderson on 23 December 2012
“Takeover Code” or “City 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
“United States” or “US”	the United States of America, each State thereof, its territories and possessions (including the District of Columbia) and all other areas subject to its jurisdiction
“uncertificated” or “in uncertificated form”	an ordinary share recorded on a company’s share register as being held in uncertificated form in CREST and title to which, by virtue of the Uncertificated Securities Regulations 2001, may be transferred by means of CREST
“Waiver”	the waiver of the requirements of Rule 9 described in paragraph 8 or Part II of this document
“Whitewash”	the approval of the waiver of the mandatory offer obligations under Rule 9 of the Takeover Code
“Whitewash Resolution”	Resolution 2 in the Notice
“Yorkville”	YA Global Master SPV Ltd, an investment fund managed by Yorkville Advisors LLC
“Yorkville SEDA”	the standby equity distribution agreement made between Yorkville and the Company, details of which are set out in paragraph 8.5 of Part VII of this document
“Yorkville Loan Facility Agreement”	the standby equity distribution backed loan facility agreement made between the Company and Yorkville, details of which are set out in paragraph 8.4 of Part VII of this document

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

SUBSCRIPTION AND OPEN OFFER STATISTICS

Offer Price	0.5p
Number of Existing Ordinary Shares in issue at the date of this document	1,025,509,722
Number of Offer Shares	Up to 500,000,000
Number of Offer Loan Notes ²	Up to 2,500,000
Number of Incentive Loan Notes	81,144
Gross proceeds of the Open Offer ^{1,2}	£2.5 million
Estimated net proceeds of the Open Offer receivable by the Company	£2.35 million
Maximum number of Scheme Shares	212,550,972
Fully diluted share capital assuming full conversion of the Offer shares, Incentive Loan Notes and Convertible Loan Notes ¹	2,125,590,866

Notes

- (1) Statistics are prepared on the basis that all of the Offer Shares are subscribed for and that no Ordinary Shares (other than the Offer Shares) are issued following the date of this document and before the completion of the Subscription and Open Offer.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Record Date	6.00 p.m. on 11 April 2013
Dispatch of this document	12 April 2013
Existing Ordinary Shares marked 'ex' by the London Stock Exchange	12 April 2013
Latest time and date for receipt of Forms of Proxy for the General Meeting	9.30 a.m. on 26 April 2013
General Meeting	9.30 a.m. on 30 April 2013
Latest time and date for splitting Application Forms (to satisfy <i>bona fide</i> market claims only)	3.00 p.m. on 25 April 2013
Latest time and date for receipt of completed Application Forms and payment in full under the Open Offer	11.00 a.m. on 29 April 2013
Expected date of Admission and commencement of dealings in Offer Shares	8.00 a.m. on 2 May 2013
CREST accounts to be credited with Offer Shares and Offer Loan Notes	8.00 a.m. on 2 May 2013
Share certificates dispatched by	11 May 2013

Save for the date of publication of this document, each of the times and dates above are subject to change. Any such change, including any consequential change in the Subscription and Open Offer statistics above, 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:

John Kenny *(Non-Executive Chairman)*
Leonard Reece *(Chief Executive Officer)*
Scott Richardson Brown *(Finance Director)*
Nigel Moore *(Non-executive Director)*
Cameron Davies *(Non-executive Director)*
Graham Cooper *(Non-executive Director)*
Clive Carver *(Non-executive Director)*

Registered Office:

One America Square
Crosswall
London
EC3N 2SG

12 April 2013

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

Dear Shareholder,

Open Offer of up to 500,000,000 Ordinary Shares at 0.5 pence per share or 2,500,000 Convertible Loan Notes at 100 pence per Convertible Loan Note on the basis of 1 Offer Share for every 2.05 Existing Ordinary Shares or 1 Convertible Loan Note for every 410 Existing Ordinary Shares, Issue of Incentive Loan Notes, Introduction of Incentive Scheme, Approval of the Waiver by the Takeover Panel

And

Notice of General Meeting

1. Introduction

As most shareholders will be aware, towards the end of last year your Company was extremely short of funds. The principal reason for this was the failure to bring our Slovenian gas project at Petišovci on stream as originally planned. On 24 December 2012, to allow the Company to continue to trade and to provide shareholders with the best chance of maximising their investments, your Board was pleased to conclude a fundraising with Henderson by way of the subscription by Henderson of Convertible Loan Notes of up to £5.5 million.

The terms negotiated with Henderson were, in the opinion of the Directors, the best possible in the circumstances and reflect the commercial reality of the Company's position and prevailing market conditions. Under the rules of the Takeover Panel, the Company has an obligation to seek a Whitewash, so allowing Henderson to convert the Convertible Loan Notes into Ordinary Shares and potentially own 30 per cent. or more of the Company.

Your Board has also agreed with Henderson that £2.5 million of the £5.5 million rescue funding will be made available for Shareholders to purchase Convertible Loan Notes on the same terms as Henderson, by way of an Open Offer. As an alternative, Shareholders have the option to purchase Offer Shares at a price of 0.5 pence per Offer Share.

The purpose of this document is, amongst other things, to provide you with details of the Fundraising, to explain the background to the Company's current position, provide details of the incentive arrangements put in place, and to explain why the Board considers that the Fundraising is for the benefit of Shareholders as a whole and how the Board intends to develop value for Shareholders.

The terms of the Open Offer, and the steps required for qualifying Shareholders to participate, are set out in the accompanying letter from finnCap.

2. Background

The Company failed to make the expected progress in obtaining the required third party consents at our Petišovci project in 2012. Concerns over on-going leadership problems, progress with the asset portfolio and funding led the Board to appoint Leonard Reece as Chief Executive Officer in September 2012 with a mandate to focus on bringing the Petišovci asset into production.

In October 2012, First Energy Capital LLP was appointed to evaluate all options open to the Group. In December 2012, shortly before the dismissal of the former Managing Director, the Group entered a formal strategic review. This process remains on-going, but did not affect the need for the Fundraising. Whilst we are hopeful, based on early interest, that it will produce asset divestment options to rebalance the portfolio, or even possibly produce a merger partner for the Group as a whole, there can be no certainty that any transactions or offers will be consummated or forthcoming.

The Board, having been so advised by FirstEnergy Capital LLP, does not believe that the Proposals or the Waiver will result in any offer or *bona fide* possible offer being frustrated or in Shareholders being denied the opportunity to decide on its merits.

3. Funding

The Directors believe the £5.5 million fundraising gives the Group sufficient capital to continue trading through to the fourth quarter of 2013 and allows the Company the best opportunity to make significant progress at the Petišovci asset. However, further funding will be required for the next phase of development, to get the Group to a point where revenues from the Petišovci asset commence.

Additionally, the BNPP Facility cannot be drawn until BNPP has waived the defaults on the BNPP Facility and the Company has obtained the JV Consent and various other required contracts. In the event that these waivers, the JV Consent and other required contracts have not been obtained by 29 May 2013, the BNPP Facility shall automatically cancel and cease to be available.

Your Board is therefore considering the benefits of introducing a further investor sooner rather than later and has held discussions with a variety of financial and industry partners to this end. Although we cannot be certain that further funding will be available from a new investor, subject to the receipt of the required consents, the Board is confident in the value in the underlying assets and the ability to raise further funds.

4. Current Trading and Prospects

The year to 31 December 2012 proved to be very disappointing for the Company. The finalisation of a €15m credit facility with BNPP to fund development of the Petišovci asset was, in the opinion of the Board, a glowing endorsement of that project. However, the Company was unable to progress the Petišovci project in the second half of the year, as a result of failure to receive the JV Consent. Additionally, due to lack of adequate financial resources and efforts to focus remaining funds on our key project in Slovenia, no significant progress was made across the rest of the Company's portfolio of assets.

The jewel in our crown remains the Petišovci asset in Slovenia. We believe that under the new leadership we should be in a better position to unlock the current impasse during the course of 2013 to allow the belated commencement of production in 2014. Development of this project is the focus of the Board and it is critical for developing value for Shareholders in 2013 and beyond.

5. Strategy

Your Board firmly believes that the gas field at Petišovci is its outstanding prospect and therefore intends to focus the Company's resources on this project. Our Hungarian asset continues to produce positive but declining cashflow which is expected to cease within the next 6 to 9 months. We also believe that now is an appropriate time to seek new partners for, or to divest, our assets in Italy, Hungary and the Netherlands. Discussions are underway with several potential purchasers for our non-Slovenian assets. While the aggregate consideration is unlikely to be material in the context of the funding required for our Slovenian asset, disposals will reduce the amount we will have to spend on these non-core assets.

Our strategy is to focus the bulk of our available funding on bringing Petišovci into production. In the event we are unsuccessful in completing these disposals, we will seek to preserve the value of our other assets either through third party funding, or by making modest financial commitments to extend their lives, where such action is deemed appropriate.

6. Changes to the Board

I will leave the Board at the General Meeting.

It is also with regret that I report that Scott Richardson Brown and Graham Cooper have decided to retire from the Board at the conclusion of the General Meeting; Scott to pursue other business interests and opportunities and Graham following the dilution of EnQuest's interest and greater demand on his time elsewhere. We all want to thank them both for their time, effort and wisdom. Scott has performed an excellent job as Finance Director under very difficult circumstances, raising significant money for the Company, and also securing the important BNPP Facility. Graham has provided excellent support and advice, on an unremunerated basis, for the past two years.

Following the General Meeting, Clive Carver, who was nominated by Henderson under the Subscription Agreement, will become Chairman. Clive is an experienced Chairman of AIM Energy and Petroleum companies and has recent hands on experience of turnaround situations in the sector. I am pleased to welcome him to the Board. He will work closely with Leonard Reece in attempting to bring the Petišovci project into production.

The Board is also seeking to appoint a new non-executive director, a condition of the funding by Henderson. In due course the management team will be strengthened to ensure the correct financial and technical skills are available to develop the Petišovci project.

Nigel Moore and Dr.Cameron Davies will remain on the board as independent non-executive directors.

This team will take the lead in implementing the new strategy as described above. With the support of Henderson and a potential new financial or strategic partner, I am confident that the new management team will be able to develop the Petišovci project to its full potential.

7. Management Incentives

7.1 Incentive Loan Notes

Leonard Reece and Clive Carver, as demonstration of their commitment to Ascent, have agreed to purchase 81,144 Incentive Loan Notes.

In the case of Leonard Reece this will be funded by an upfront retention payment from Ascent of £63,644, which will be used to buy the 63,644 Incentive Loan Notes. These will be purchased as soon as practically possible after the retention payment is made. Leonard Reece's base post tax salary will for a period of up to two years be reduced by the corresponding amount. He will also earn the coupon on the Incentive Loan Notes. In the event that Leonard Reece does not stay for the full three year qualifying period or until an event of exit the number of Incentive Loan Notes he would retain would be the number *pro rata* to the percentage of salary then sacrificed, with any unvested Incentive Loan Notes reverting to the Company. Clive Carver will acquire 17,500 Incentive Loan Notes funded by his own resources.

7.2 The Ascent Resources 2013 Long Term Incentive Plan ("the Incentive Scheme")

The Board believes that the success of the Company will depend to a high degree on the new management team and other staff being appropriately motivated and rewarded.

The Company has set up an option style scheme to incentivise and reward the key contributors to Ascent's future success. The total value of the underlying shares to be issued under these arrangements has been set at 10 per cent. of the total fully diluted shares in issue, assuming full conversion of the Loan Notes.

The initial awards under the Incentive Scheme have been capped at 5 per cent. in part in recognition that as the Company progresses new staff will be required who would also expect to participate in the incentive arrangements.

The strike price for the Scheme Shares to be awarded on the closing of the General Meeting has been fixed at 1 penny per Scheme Share. Of the current Board Leonard Reece will be awarded 69,079,066 Scheme Shares and Clive Carver will be awarded 26,568,871 Scheme Shares, representing 3.25 and 1.25 per cent. respectively of the fully diluted issued share capital. Other awards will be made to staff but no other current Directors will participate in these incentive arrangements.

The Scheme Shares will vest at the earlier of three years from the date of the General Meeting or upon an event of exit, which is broadly defined as a change of control or the sale of the Company's Slovenian assets for more than £40 million.

In the event that a participant in the incentive arrangements leaves before vesting the value of the Scheme Shares they would be entitled to will depend on whether they were deemed under the rules of the scheme as a Good Leaver, an Intermediate Leaver, or a Bad Leaver.

For a Good Leaver, all the Scheme Shares would fully vest but the share price used to calculate the reward would be that at the end of three years or on an event of exit. In this way a Good Leaver would be rewarded in the same manner as shareholders generally.

For an Intermediate Leaver the number of shares to be received would time pro rata but the value of those Scheme Shares would be capped by reference to the price on the date they left.

For a Bad Leaver, all Scheme Shares will lapse on cessation of employment.

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

Further details of the incentive arrangements are set out in paragraph 8.11 and 8.12 of Part VII.

finnCap has confirmed that it considers both the purchase of Incentive Loan Notes by Leonard Reece and Clive Carver and the terms thereof, and the grant of options to Leonard Reece and Clive Carver under the Incentive Scheme are fair and reasonable in so far as Independent Shareholders are concerned.

8. Independence

With the exception of Clive Carver, who was appointed a non-executive director of the Company on 24 December 2012 at the instigation of Henderson under the terms of the Subscription Agreement, all of the Directors of the Company are deemed to be independent for the purposes of making a recommendation on the terms of the Subscription. Furthermore, Henderson, as the party subject to the Whitewash, will not vote on the Whitewash Resolution at the General Meeting.

9. Irrevocable undertakings

The Company has received irrevocable undertakings to vote in favour of the Resolutions from Directors holding in aggregate 1,169,500 Ordinary Shares representing approximately 0.11 per cent. of the existing issued share capital of the company. In addition, the Company has received an irrevocable undertaking to vote in favour of Resolutions 1 and 3 from Henderson who have a beneficial interest in respect of 151,601,970 Ordinary Shares representing of 14.78 per cent. of the existing share capital of the Company.

10. Recommendation

Subscription

The Independent Directors believe that the funding offered by Henderson provided it with the greatest opportunity to generate shareholder value, particularly from the Petišovci Project in Slovenia, which has been stalled as described above.

Accordingly, the Company entered into the Subscription Agreement as described in greater detail elsewhere in this document and has drawn down the first £3 million already to enable the Company to continue to trade. Under the rules of the Takeover Panel the Company is required to obtain Shareholder approval for the terms of the funding by Henderson.

The Independent Directors, having been so advised by finnCap, believe the Proposals and the Waiver are fair and reasonable and in the best interests of Independent Shareholders generally. In providing advice to the Independent Directors, finnCap has taken into account the Independent Directors' commercial assessments. Accordingly, Independent Directors recommend that Independent Shareholders vote in favour of the Resolutions to approve the Proposals and the Waiver.

Shareholders are advised that in the event that the Fundraising Resolutions are not passed at the by 31 May 2013 ("the Long Stop Date") and the Long Stop Date is not extended by Henderson, the Convertible Loan Notes that are not capable of conversion into Ordinary Shares pursuant to the Company's current authorities shall be treated as Phantom Shares and a finance fee equal to any value attributable to those shares (after deducting the face value of any Convertible Loan Notes redeemed for cash) shall be paid to Henderson by the Company on the 31 January 2015 or such earlier redemption date in accordance with the terms of the Convertible Loan Note Instrument.

In the absence of any other financing arrangements, your Company does presently not have the funds to make such a payment and the likelihood, should Henderson make such a request, is that the Company would be unlikely to be able to continue to trade and in such circumstances your Board would be obliged to place the Company into administration without delay and that it would be probable that all Shareholders' investment to date would be lost under such circumstances. Accordingly, Independent Shareholders are urged to vote in favour of the Resolutions to be put to the General Meeting convened for 30 April 2013 to approve the Proposals and the Waiver. The Board intend to vote in favour of the Resolutions in respect of their aggregate shareholdings of 1,169,500 Ordinary Shares representing approximately 0.11 per cent. of the Company's existing issued Ordinary Shares.

Participation in the Open Offer

In deciding whether to participate in the Open Offer Shareholders, should be aware that while the rewards could be significant in the event the Petišovci project is brought on stream as your Board hopes, there can be no guarantee that either the required partner consents will be obtained and associated contracts will be signed, or that the said formalities will be resolved before additional, more dilutive funding is required. Shareholder's attention is drawn to the Risk Factors contained in Part III of this document.

Accordingly, Shareholders electing to take up Offer Shares or Offer Loan Notes pursuant to the Open Offer are advised that while they may benefit therefrom they may also lose all their investment.

Yours faithfully,

John Kenny
Chairman

PART II
LETTER FROM FINNCAP LIMITED



60 New Broad Street
London EC2M 1JJ

12 April 2013

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

Dear Shareholder,

Open Offer of up to 500,000,000 Ordinary Shares at 0.5 pence per share or 2,500,000 Convertible Loan Notes at 100 pence per Convertible Loan Note on the basis of 1 Offer Share for every 2.05 Existing Ordinary Shares or 1 Convertible Loan Note for every 410 Existing Ordinary Shares, Issue of the Incentive Loan Notes, Introduction of Incentive Scheme, Approval of the Waiver by the Takeover Panel

And

Notice of General Meeting

1. Introduction

Your Board announced on 24 December 2012 that it had entered into an agreement with Henderson for the subscription by Henderson of Convertible Loan Notes of up to £5.5 million in principal amount. The Convertible Loan Notes will be convertible at any time, when pursuant to the terms upon which they are issued they are capable of conversion, prior to repayment or subject to automatic conversion into ordinary shares of 0.1 pence each in the share capital of the Company at the holder's option, at a conversion price, fixed at 0.5 pence. Each Convertible Loan Note of £1 will therefore be convertible into 200 Ordinary Shares. The Convertible Loan will be drawn in two tranches. The first tranche of £3 million Convertible Loan was drawn on 28 December 2012 and the second tranche of £2.5 million will be subscribed for by Henderson subject to clawback from investors in the Open Offer, and subject to the terms and conditions of the Subscription Agreement. The Company's existing Shareholders are therefore being provided with the opportunity to subscribe for Offer Shares or Offer Loan Notes at the same price and on the same commercial terms as Henderson.

The purpose of this document is, amongst other things, to provide you with details of the Fundraising, to explain the background to and the reasons for these proposals and to explain why the Board considers that the Fundraising will provide an opportunity to promote the success of the Company for the benefit of its members as a whole.

The terms of the Fundraising are described in this document. The net proceeds of the Fundraising are expected to be approximately £5.15 million and will provide the Group with capital to manage the business in 2013 and progress the Group's business interests, largely focused on the project in Slovenia.

The Open Offer is conditional, *inter alia*, upon Admission and also upon the passing by Shareholders of the Fundraising Resolutions at the General Meeting which will give the Directors the necessary authorities to allot and issue equity securities and to dis-apply statutory pre-emption rights in respect of the allotment of the Offer Shares and Convertible Loan Notes in connection with this fundraising.

Furthermore, if the Convertible Loan Notes were to be fully converted by Henderson, Henderson would hold approximately 58.9 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.

2. Funding

A key cash requirement of Ascent is the repayment of the Yorkville loan of £2.3 million. The Yorkville Loan bears interest at a rate of 9% per annum and at 31 December 2012 approximately £1.9 million of this loan was outstanding, in addition to approximately £0.9 million of debt that is payable through to 1 July 2015 to Cento Bank in the Company's Italian subsidiary.

In 2013, the Company has to continue making interest payments and loan repayments to Yorkville and Cento bank of approximately £1.9 million and approximately £0.42 million respectively as well as meeting its monthly overheads and to fund its modest 2013 capital expenditure programme. Monthly revenues from the sale of hydrocarbons are declining, as expected, as the Peneszlek field nears the end of its life over the next 12 months and hence the Company does not currently have the capital resources to make its loan repayments and also meet its other obligations. The Company has therefore sought other sources of financing, including additional loans from major shareholders and other third parties.

Having reviewed a number of different funding options, the Directors concluded that the Henderson rescue funding provided it with the greatest opportunity to generate shareholder value in the next twelve months, particularly from the Petišovci asset in Slovenia, which has been stalled awaiting various consents as described above.

Ascent has therefore agreed terms, pursuant to the Subscription Agreement, for the subscription by Henderson of Convertible Loan Notes of up to £5.5 million in principal amount. The Convertible Loan will be drawn in two tranches. The first tranche of £3 million Convertible Loan was drawn on 28 December 2012 and the second tranche of £2.5 million will be subscribed by Henderson subject to clawback from investors in the Open Offer, and subject to the terms and conditions of the Subscription Agreement, described in more detail elsewhere in this document.

The £5.5 million rescue funding on its own is not expected to be sufficient to fund the Group until revenues from the Petišovci asset come on stream, even if the required consents are received in the next few months.

Additionally, the BNPP Facility cannot be drawn until BNPP has waived the defaults on the BNPP Facility and the Company has obtained the JV Consent and various other required contracts. In the event that these waivers, the JV Consent and other required contracts have not been obtained by 29 May 2013, the BNPP Facility shall automatically cancel and cease to be available.

3. Open Offer

The second tranche of the Convertible Loan Notes of up to £2.5 million will be subscribed for by Henderson subject to clawback by Shareholders under the Open Offer. The Open Offer will be made to Qualifying Shareholders on the register on the Record Date. The Open Offer will provide Shareholders with the option to subscribe for Convertible Loan Notes at a price of 100 pence per Convertible Loan Note, or for new Ordinary Shares at a price of 0.5 pence per Ordinary Share. Qualifying Shareholders' entitlements to apply in the Open Offer will be pro-rata to their holdings of Ordinary Shares in the Company at the Record Date.

Henderson has agreed to underwrite the Open Offer by undertaking in the Subscription Agreement that, in the event the proceeds of the Open Offer fall short of £2.5 million, it will subscribe for further Convertible Loan Notes equal to such shortfall.

Any participation in the Open Offer by Shareholders will reduce Henderson's underwriting commitment. The Company will pay Henderson an underwriting fee of 2% of the aggregate amount of the Open Offer.

Qualifying Shareholders are invited to apply for Offer Shares under the Open Offer at a price of 0.5p per Offer Share or for Offer Loan Notes at a price of 100 pence per Convertible Loan Note, payable in full on application and free of all expenses, *pro rata* to their existing shareholdings on the basis of:

1 Offer Share for every 2.05 Existing Ordinary Shares

Or

1 Offer Loan Note for every 410 Existing Ordinary Shares

held at the Record Date and so in proportion for any other number of Existing Ordinary Shares then held. Entitlements of Qualifying Shareholders will be rounded down to the nearest whole number of Offer Shares or Offer Loan Notes. Fractional entitlements which would have otherwise arisen will not be issued.

The Open Offer is subject to the satisfaction, amongst other matters, of the following conditions on or before 2 May 2013, (or such later date being not later than 31 May 2013, as the Company may decide):

- passing of the Fundraising Resolutions; and
- to the extent that Offer Shares are to be issued pursuant to the Open Offer, Admission becoming effective by 8.00 a.m. on 2 May 2013 (or such later time or date not being later than 8.00 a.m. on 31 May 2013 as the Company may decide).

The Offer Shares will, when issued and fully paid, rank *pari passu* in all respects with the Existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid after the date of Admission.

Settlement and dealings

Application will be made to the London Stock Exchange for the New Ordinary Shares to be admitted to trading on AIM. It is expected that such Admission will become effective and that dealings will commence on 2 May 2013. Further information in respect of settlement and dealings in the New Ordinary Shares is set out in paragraph 7 of Part IV of this document.

Offer Loan Notes will be credited to CREST accounts on 2 May 2013. It is not currently expected that the Offer Loan Notes will be listed on any stock exchange or other market.

Overseas Shareholders

Certain Overseas Shareholders may not be permitted to subscribe for Offer Shares pursuant to the Open Offer and should refer to paragraph 6 of Part IV of this document.

4. Terms of the Subscription Agreement

Henderson also have the right, whilst the Convertible Loan Notes are outstanding, to nominate for appointment two non-executive Directors to the Board of Ascent, one of whom shall be the Chairman. To that end, Clive Carver has been appointed to the Board as a non-executive Director and will become Chairman at the conclusion of the General Meeting and a further non-executive Director may be appointed in the future.

The Subscription Agreement also contains certain negative pledges, providing Henderson with certain rights of consent in relation to certain matters concerning the Company and its business, including in relation to acquisitions or disposals, the conduct of the business of the Group and incoming indebtedness.

The Subscription Agreement is summarised in paragraph 8.1 in Part VII of this document.

5. Use of Proceeds

The first tranche of £3 million of the Convertible Loan Notes was drawn down on 28 December 2012 and has been used to make interest payments and a partial repayment under the Yorkville Loan Facility Agreement, make interest payments and capital repayments to Cento bank, meet certain capital expenditure requirements and to provide Ascent with on-going working capital.

It is expected that the second tranche of £2.5 million will, when received, be used to make interest payments and a final repayment under the Yorkville Loan Facility Agreement, to meet certain

capital requirements and to provide Ascent with on-going working capital for much of the rest of 2013.

It is currently anticipated that the net proceeds from the issue of the Convertible Loan Notes to Henderson and from the Open Offer, alongside forecast net revenues from hydrocarbon sales, will provide the Company with sufficient working capital to meet its current expected capital requirements through to the fourth quarter of 2013 and therefore provide more time for the Company to focus its efforts on unlocking the potential for the Petišovci asset to generate significant cashflow.

6. Darwin SEDA

Pursuant to the terms of the Subscription Agreement, the Company has agreed, subject to the repayment of the Yorkville Loan Facility and the termination of the existing Yorkville SEDA, to enter into a standby equity distribution facility with Darwin. The Darwin SEDA will be substantially identical in terms to, and in any event on terms no less favourable to the Company than, the Yorkville SEDA. Further information relating to the Yorkville Loan Facility, the Yorkville SEDA and the Darwin SEDA is set out in Part VII of this document.

7. Directors' Share Purchases

In the announcement of 24 December 2012, it was noted that it is was a term of the Subscription Agreement that Leonard Reece, CEO, and Scott Richardson Brown, Finance Director, will enter into a binding commitment to invest by way of convertible loan notes on the same terms as the Convertible Loan Notes the equivalent of 50% and 25% respectively of one year's annual post tax salary over a 24 month period, to be invested on a monthly basis commencing on 31 January 2013.

Since then Scott Richardson Brown decided to leave the Company to pursue other interests and step down from the Board at the conclusion of the General Meeting. Accordingly, all parties to the Subscription Agreement have agreed to waive this requirement. Details of the arrangements covering Leonard Reece and Clive Carver are set out in the Chairman's Letter and in paragraph 7 of Part Part I.

8. Rule 9 Whitewash

The Code governs, *inter alia*, transactions which may result in a change of control of a public company to which the Code applies (a "Code Company"). Ascent is a Code Company. Under Rule 9 of the Code any person who acquires, whether by a series of transactions over a period of time or not, an interest (as defined in the Code) in shares which, taken together with shares in which he is already interested or in which persons acting in concert with him are interested, carry 30 per cent. or more of the voting rights of a Code Company, that person is normally required to make a general offer to all the remaining shareholders to acquire their shares.

Similarly, Rule 9 of the 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, a general offer will normally be required if any further interest in shares is acquired by any such person.

Rule 9 of the 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 Code Company, then they will not generally be required to make a general offer to the other shareholders to acquire the balance of their shares.

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 Code Company in question during the 12 months prior to the announcement of the offer.

Potential interests in Ordinary Shares of Henderson following any conversion of Convertible Loan Notes

On the assumption that (a) the full underwriting participation is taken up, (b) the Convertible Loan Notes held by Henderson are fully converted, (c) no disposals of Ordinary Shares are made by Henderson and (d) no issues of Ordinary Shares are made 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 converts options or warrants) would be approximately 1.25 billion Ordinary Shares, representing 58.9 per cent. of the total voting rights of the Company. At that time, without a waiver of the obligations under Rule 9 of the Takeover Code, Henderson would be obliged to make a general offer to Shareholders under Rule 9 of the Takeover Code. The Panel has agreed, however, to waive the obligation to make a general offer that would otherwise arise on Henderson as a result of the conversion of any Convertible Loan Notes taking their holding to more than 30.0% of Ordinary Shares subject to approval on a poll by the Independent Shareholders of Resolution 2 as set out in the Notice.

The Waiver described in Resolution 2, which is conditional upon the passing of Resolution 1, applies only in respect of increases in the percentage interest of Henderson resulting from any conversion of Convertible Loan Notes and not in respect of other increases in Henderson's interests in Ordinary Shares. Henderson has agreed not to vote on Resolution 2 (the Resolution to approve the Whitewash).

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

If the appropriate shareholder approvals are not received by 31 May 2013, the Convertible Loan Notes and interest thereon will become repayable at any time thereafter at the election of Henderson. In such circumstances, on redemption a further sum will be payable as compensation for the loss of the conversion right calculated as the value (if any), determined in accordance with the provisions of the Convertible Loan Note instrument, attributable to the Ordinary Shares into which the Convertible Loan Notes would have converted had conversion taken place. The Convertible Loan Notes will be repayable immediately if the Company enters into any formal winding up or insolvency process, stops or suspends payment of all or a material part of its indebtedness, or seeks to reschedule all or a material part of its indebtedness. As Shareholders should be aware that if the Fundraising Resolutions are passed and Henderson converts all of the Convertible Loan Notes, Henderson may 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 City Code to make a general offer to all Shareholders to acquire their shares in 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 Convertible Loan Notes to seek any change in the composition of the Board or the general nature of the Company's business.

9. Further information

Your attention is drawn to the additional information set out in Part VII of this document.

10. General Meeting

Set out at the end of this document is a notice convening a General Meeting of the Company to be held at 9.30 a.m. on 30 April 2013 at the offices of finnCap Ltd, 60 New Broad Street, London, EC2M 1JJ, at which the Resolutions will be proposed.

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

- (a) grant authority to the Directors under section 551 of the Act, to allot relevant securities up to a maximum aggregate nominal amount of £1,100,000 (being the maximum required in order to complete the Fundraising);
- (b) 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 required in order to complete the Fundraising ;
- (c) approve the waiver granted by the UK Panel on Takeovers and Mergers of Henderson's obligation 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 terms of the Subscription (this resolution requires voting on a poll by Independent Shareholders);

- (d) grant authority to the Directors under section 551 of the Act, to allot relevant securities up to a maximum aggregate nominal amount of £550,000 (for general purposes, to expire at the conclusion of the Annual General Meeting to be held in 2013); and
- (e) empower the Directors, pursuant to section 570 of the Act, to disapply the statutory pre-emption rights in relation to the allotment of equity securities up to a maximum aggregate nominal amount of £250,000 (for general purposes, to expire at the conclusion of the Annual General Meeting to be held in 2013).

The above authorities and powers will be a substitution for to those granted at the 2012 Annual General Meeting, will enable the Directors to complete the Fundraising and will expire at the conclusion of the next Annual General Meeting of the Company in 2013.

11. 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, Corporate Actions Project, Bridgwater Road, Bristol, BS99 6AH or, during normal business hours only, by hand, at Computershare, The Pavilions, Bridgwater Road, Bristol, BS13 8AE by no later than 9.30 a.m. on 26 April 2013 (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).

If you hold your shares in the Company in uncertificated form (that is, in CREST) you may vote using the CREST Proxy Voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the Notice of the General Meeting set out at the end of this document). Proxies submitted via CREST must be received by the Company's agent (ID 3RA50) by no later than 9.30 a.m. on 26 April 2013 (or, in the case of an adjournment, 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 or the use of the CREST Proxy Voting service will not prevent you from attending and voting at the General Meeting, or any adjournment thereof, in person should you wish to do so.

12. Action to be taken in respect of the Open Offer

If you are a Qualifying Shareholder you will find an Application Form accompanying this document which gives details of your Open Offer Entitlement (i.e. the number of Offer Shares or Offer Loan Notes available to you). If you wish to apply for Offer Shares or Offer Loan Notes under the Open Offer, you should complete the enclosed Application Form in accordance with the procedure set out at paragraph 3 of Part IV of this document and on the Application Form itself and post it in the accompanying prepaid envelope (for use within the UK only), together with payment in full in respect of the number of Offer Shares or Offer Loan Notes applied for to Computershare Corporate Actions Projects, Bristol, BS99 6AH so as to arrive as soon as possible and in any event so as to be received no later than 11.00 a.m. on 29 April 2013, having first read carefully Part III of this document and the contents of the Application Form.

The latest time for applications to be received under the Open Offer is 11.00 a.m. on 29 April 2013. The procedures for application and payment are set out in Part IV of this document. Further details also appear on the Application Form which has been sent to Qualifying Shareholders.

If you are in any doubt as to the procedure for acceptance, please contact Computershare by telephone on 0870 889 3201 from within the UK or on + 44 (0) 870 889 3201 if calling from outside the UK. Calls to the 0870 889 3201 number cost approximately 10 pence per minute. Other network providers' costs may vary. Calls to the helpline from outside the UK will be charged at the applicable international rate. Different charges may apply to calls

from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Computershare cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice.

If you are in any doubt as to the contents of this document and/or the action you should take, you are recommended to seek your own personal financial advice from an independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended) if you are in the UK or, if you are outside the UK, from an appropriately authorised independent financial adviser, without delay.

Yours faithfully

finnCap Limited

PART III

RISK FACTORS

An investment in the Offer Shares or Offer Loan Notes involves a very high degree of risk. Accordingly, prospective investors should carefully consider the specific risk factors set out below in addition to the other information contained in this document before investing in the Offer Shares or Offer Loan Notes. The Directors consider the following risks and other factors to be the most significant for potential investors in the Company, but the risks listed do not purport to comprise all those risks associated with an investment in the Company and are not set out in any particular order of priority. Additional risks and uncertainties not currently known to the Directors may also have an adverse effect on the Company's business.

If any of the following risks actually occur, the Company's business, financial condition, capital resources, results or future operations could be materially adversely affected. In this event, the market price of the Ordinary Shares and/or Convertible Loan Notes could decline and investors may lose all or part of their investment. The investment offered in this document may not be suitable for all of its recipients. Before making an investment decision, prospective investors should consult a person authorised under the Financial Services and Markets Act 2000 who specialises in advising on the acquisition of shares and other securities. A prospective investor should consider carefully whether an investment in the Company is suitable for him/her in the light of his/her personal circumstances and the financial resources available to him/her.

There are various risks and other factors associated with an investment of the type described in this document. In particular:

1. Risks relating to the Group's businesses

(a) Regulatory Risks

The Group operates in regulated markets across all of its operations. Should the Group fail to secure the timely consent of regulators it may not be able to make progress at its projects as it would wish.

(b) The Group operates in competitive markets

The Group's ability to obtain or maintain any competitive advantage will require continued investment in the development of the Group's infrastructure and facilities. There can be no assurance that the Group will have sufficient resources to continue to make these investments nor that the Group's competitors do not devote significantly more resources than Group to the development of infrastructure and facilities.

(c) Reliance on partners

The Group is heavily reliant on joint venture partners for the progression of major assets. If there is a continued act of non-co-operation from a joint venture partner it can significantly affect the progress the Group can make over a period of time and can cost the Group considerable funds. The Group is currently awaiting a key signature from a joint venture partner on the Petišovci Project.

(d) Threat of new entrants

The Group's operations may be materially affected by the entrance of new competitors into the markets in which it operates who may offer cheaper and/or better products or services.

(e) BNPP Facility

There can be no certainty that the BNPP Facility, which will automatically be cancelled on 29 May 2013, will ever be in a position to be drawn given the on-going delay in obtaining JV Consent and the requirement for BNPP to waive the existing events of default.

The Company is in default under the terms of the BNPP Facility as the Petišovci asset has not been put into production by 31 March 2013. This default has not been waived and BNPP is therefore entitled to immediately cancel the BNPP Facility at any time by serving notice on the Company.

The Company is also in default under the terms of the BNPP Facility as Jeremy Eng ceased to be the Managing Director of the Company prior to the Commercial Operation Date (as defined in the BNPP Facility). This default has not been waived and BNPP is therefore entitled to immediately cancel the BNPP Facility at any time by serving notice on the Company.

On cancellation of the BNPP Facility, all amounts owing thereunder shall be immediately due and payable by the Company.

The BNPP Facility contains a mandatory prepayment event following a change of control. The issuing of shares to Henderson pursuant to the Convertible Loan Notes may constitute a change of control as defined in the BNPP Facility and require the repayment of the BNPP Facility.

2. Risks specific to the industries in which the Group operates

(a) *The Group's performance could be adversely affected by poor economic conditions generally*

The Group's performance will depend to a certain extent on a number of factors outside of the control of the Group which impact on activity levels in its markets, including political and economic conditions. Factors impacting activity levels in the Group's markets include, *inter alia*, exchange rates, interest rates, taxation, regulatory changes, oil prices and terrorist attacks. Each of these factors could have an adverse effect on the financial performance of the Group.

(b) *Economic, political, judicial, administrative, taxation or other regulatory factors*

The Company may be adversely affected by changes in economic, political, judicial, administrative, taxation or other regulatory factors, in the areas in which the Company will operate and holds its major assets. The operations of the Group and the agreements which it has entered into require approvals, licences and permits from various regulatory authorities, governmental and otherwise (including project specific governmental decrees). The Directors believe the Group holds or will obtain all necessary approvals, licences and permits under applicable laws and regulations in respect of its core project and, to the extent they have already been granted, believes it is presently complying in all material respects with the terms of such approvals, licences and permits. However, such approvals, licences and permits are subject to change in various circumstances and further project-specific governmental decrees and/or legislative enactments may be required. There can be no guarantee the Group will be able to obtain or maintain all necessary approvals, licences and permits may be required and/or all project specific governmental decrees and/or required legislative enactments will be forthcoming.

(c) *Insurance Risks*

The Company plans to insure its operations in accordance with industry practice and plans to insure the risks it considers appropriate for the Company's needs and for its circumstances. Insurance cover will not be available for every risk faced by the Company. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of operations of the Company.

There is a risk that insurance premiums may increase to a level where the Company considers it is unreasonable or not in its interests to maintain insurance cover or not to a level of coverage which is in accordance with industry practice. In addition, the Company may, following a cost-benefit analysis, elect to not insure certain risks on the ground that the amount of premium payable for that risk is excessive when compared to the potential benefit to the Company of the insurance cover.

(d) *Litigation*

The Group may be party to litigation in the course of its business. Any litigation, by the Group or against it, could be costly and lengthy and there can be no assurance that the Group will prevail. Litigation could also involve a significant diversion of resources and management attention and be disruptive to normal business operations. The Group may well have to commence litigation or be subject to litigation as a consequence of its desire to progress the Petišovci project. Claims have recently been made by Nafta Geoterm that the concession in

Slovenia has been invalidated by a water permit that had inadvertently not been acquired. The Company has sought legal advice which supports the Board's belief that any claim would be unsuccessful. Additionally it is our belief that following the dismissal in December 2012 of Jeremy Eng for Gross Misconduct, he may continue to try to extract money from the Company by way of claims for breach of contract amongst others. The Board however is robust in its view that this or any other case he has or may bring against the Company has absolutely no merit given his past actions and it will strongly defend its position.

(e) Mergers and Acquisitions

The Group may participate in merger and acquisition activities where it is considered to be in the best interests of the Group. It should be noted that the rules requiring AIM companies to seek shareholder approval for transactions of a substantial size are less onerous relative to those on the Official List and accordingly, the risk associated with such acquisitions is heightened for Shareholders.

(f) Attraction and retention of executive management

The Group is highly dependent upon its executive directors and a small number of key employees in its operating subsidiaries. The loss of such executive management could have a materially adverse effect on the Group.

In addition, in assessing any risk associated with an investment in the Ordinary Shares, it should be recognised that any investor would be relying on the ability and continued employment of these individuals.

(g) Requirement for further funds

Although the Board believes, the existing resources of the Company and the funds raised pursuant to the Proposals may be sufficient for the future working capital requirements of the Company for much of 2013, they will not allow the Company to exploit new opportunities and there is unlikely to be sufficient funding to see the Company through to positive cash generation. It is therefore highly likely that the Company will have to raise further funds in the future, which may be by way of issue of further Ordinary Shares or some other instrument.

(h) Environmental and Other Requirements

The Group's operations are subject to the extensive environmental risks inherent in the oil and gas and mining industries. The current or future operations of the Group, including development activities and blending operations require permits from various governmental authorities and such operations are and will be governed by laws and regulations governing exports, taxes, labour standards, occupational health, waste disposal, toxic substances, land use, environmental protection, safety and other matters. Companies engaged in the construction and operation of dangerous goods storage facilities generally experience increased costs, and delays in production and other schedules as a result of the need to comply with applicable laws, regulations and permits.

Existing and possible future environmental legislation, regulations and actions could cause significant additional expense, capital expenditures, restrictions and delays in the activities of the Group. There can be no assurance all permits which the Group may require for construction of infrastructure and plants will be obtainable on reasonable terms or applicable laws and regulations would not have an adverse effect on any project which the Group might undertake. Although the Group believes it is in substantial compliance in all material respects with applicable material environmental laws and regulations, there are certain risks inherent in its activities such as accidental spills, leakages or other unforeseen circumstances which could subject the Group to extensive liability.

Failure to comply with applicable laws, regulations, and permitting requirements may result in enforcement actions hereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. Amendments to current laws, regulations and permits governing operations, or more stringent implementation thereof, could have a material adverse impact on the Group and cause increases in capital expenditures or production costs or reduction in levels of production or require abandonment or delays in development of new projects.

(i) *Fluctuations in Oil and Gas Prices*

A longer term fall in oil and gas prices can reduce levels of expected cash flow for the Group which could lead to projects becoming sub-economic.

(j) *Currency Risk*

The Group reports its financial results and maintains its accounts in Euros and the world market for oil and gas services is principally denominated in United States Dollars. The Group's operations are largely conducted in Europe and expenditure and revenue estimates are made in Euros, this makes it subject to further foreign currency fluctuations and such fluctuations may materially affect the Group's financial position, results and forecasts.

(k) *Project Development Risks*

There can be no assurance that the Group will be able to manage effectively the development of its operations or that the Group's current personnel, systems, procedures and controls will be adequate to support the Group's operation. Any failure of management to manage effectively the Group's growth and development could have a material adverse effect on the Group's business, financial condition and results of operations. There is no certainty that all or, indeed, any of the elements of the Group's current strategy will develop as anticipated.

(l) *Operational Risks*

The Group's operational targets are subject to the completion of planned operational goals on time and according to budget, and are dependent on the effective support of the Group's personnel, systems, procedures and controls. Any failure of these may result in delays in the achievement of operational targets with a consequent material adverse impact on the business, operations and financial performance of the Group. The locations of the Group's exploration activities dictate that climatic conditions and infrastructure (or lack thereof) have an impact on operations and, in particular, severe weather and other matters affecting infrastructure, road and transport could disrupt the delivery of supplies, equipment and fuel. It is therefore possible that operation levels might fluctuate. Undisclosed interruptions in the Group's operations due to mechanical or other failures, or industrial relations related to issues, or problems or issues with the supply of goods or services could have a serious impact on the financial performance of those operations.

(m) *Reserves and Resource Estimates*

Reserve and resource estimates are expressions of judgement based on knowledge, experience and industry practice. Historical calculations or estimates which were valid when originally calculated may alter significantly when new information or techniques become available. In addition, by their very nature, resource and reserve estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. As further information becomes available through additional evaluation, the estimates are likely to change. This may result in alterations to development and production plans which may, in turn, adversely affect the Group's operations. Economically recoverable reserves are dependent on oil and gas prices and ultimate recover may be less than reserves.

3. *General risks*

(a) *The Company's objectives may not be fulfilled*

The value of an investment in the Company is dependent upon the Company achieving the aims set out in this document. There can be no guarantee that the Company will achieve the level of success that the Board expects.

(b) *Changes in UK and European fiscal policy*

The Company cannot predict the impact of future changes in European fiscal policy on its business. Amendments to existing legislation (particularly if there is an increase in tax rates or a withdrawal of any tax relief) or the introduction of new rules, may impact upon the decisions of either existing or potential customers. Changes in the interpretation of existing tax laws or amendments to existing tax laws or introduction of new tax legislation could materially adversely affect the Group's businesses and operating results.

(c) *Forward looking statements*

This document contains certain forward-looking statements with respect to the financial condition, results of operations and business of the Group and certain plans and objectives of the Directors with respect thereto. By their nature, forward-looking statements involve risk and uncertainty, because they relate to events and depend on circumstances that will occur in the future and the factors described in the context of such forward-looking statements in this document could cause actual results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although the Directors believe that the expectations reflected in such forward-looking statements are reasonable, the Directors can give no assurance that such expectations will prove to have been correct.

4. Risks relating to the Ordinary Shares

(a) *Market information and nature of Ordinary Shares*

The market price of the Ordinary Shares may not reflect the underlying value of the Group's net assets. Potential investors should be aware that the value of shares can rise or fall and that there may not be proper information available for determining the market value of an investment in the Company at all times. An investment in a share which is traded on AIM, such as the Ordinary Shares, may be difficult to realise and carries a high degree of risk. The ability of an investor to sell Ordinary Shares will depend on there being a willing buyer for them at an acceptable price. Consequently, it might be difficult for an investor to realise his/her investment in the Company and he/she may lose all of his/her investment.

(b) *Suitability of Ordinary Shares as an investment*

The Ordinary Shares may not be a suitable investment for all recipients of this document. Before making a decision, investors are advised to consult an appropriate independent investment adviser authorised through FSMA who specialises in advising on investments of this nature. The value of Ordinary Shares can go down as well as up and investors may get back less than their original investment.

(c) *Dilution of ownership of existing Ordinary Shares upon allotment of the Offer Shares*

If Qualifying Shareholders do not respond to the Open Offer by 11.00 a.m. on 29 April 2013, the latest date for application and payment in full in respect of their entitlements, their proportionate ownership and voting interest in the Ordinary Shares will be reduced and the percentage that their shareholding represents of the issued share capital of the Company will be reduced by a greater amount than arises from the Subscription alone.

(d) *Share Price Volatility and Liquidity*

The market price of the Ordinary Shares could be subject to significant fluctuations due to a change in investor sentiment regarding the Company or the industry in which the Company operates or in response to specific facts and events, including positive or negative variations in the Group's interim or full year operating results and business developments of the Group and/or competitors. The market price of the Ordinary Shares may not reflect the underlying value of the Group and it is possible that the market price of the Ordinary Shares will trade at a discount to net asset value. Potential investors should be aware that the value of shares and the income from them can go down as well as up.

(e) *Investment in AIM securities*

Although the Company is applying for the admission of the Offer Shares to trading on AIM, there can be no assurance that there will be an active trading market the Ordinary Shares will be maintained. Investment in shares traded on AIM is perceived to involve a higher degree of risk and to be less liquid than investment in companies whose shares are listed on the Official List. An investment in Ordinary Shares may be difficult to realise. Investors should be aware that the value of the Ordinary Shares may go down as well as up and that the market price of the Ordinary Shares may not reflect the underlying value of the Company. Investors may therefore realise less than, or lose all of, their investment.

5. Risks relating to Convertible Loan Notes

Unless Henderson determines otherwise, it is not intended that the Convertible Loan Notes shall be listed and no application has been or is intended to be made to any listing authority, stock exchange or other market for the Convertible Loan Notes to be listed or otherwise traded. There will therefore be no trading mechanism or market through which to seek and deal in Convertible Loan Notes and so dealings would be by private treaty.

The Convertible Loan Notes are unsecured. Therefore, the rights and remedies available to the holders of Convertible Loan Notes may be limited by applicable winding-up, insolvency, re-organisation, moratorium or similar provisions relating to or affecting creditors' rights generally.

The Convertible Loan Notes do not carry any voting rights in the Company until conversion (whereupon they will rank *pari passu* with existing Ordinary Shares). Until conversion, holders of Convertible Loan Notes will not be able to exercise any influence over the Company through voting on shareholder resolutions. Should the Company propose to ask Shareholders for approval to take a course of action which a Convertible Loan holder of the Convertible Loan Notes believes is not in his or her interests, that Convertible Loan holder of the Convertible Loan Notes will be unable to influence the outcome of the resolution.

Holders of Convertible Loan Notes are entitled to receive interest of 9 per cent. per annum of the nominal value of their Convertible Loan Notes paid on redemption of the Convertible Loan Notes. If the Company does not have sufficient liquidity in order to pay the interest holders of the Convertible Loan Notes may not receive the full amount owed to them by the Company in a timely manner or at all. If the holders of Convertible Loan Notes wish to redeem their Convertible Loan Notes under the terms of the Loan Note Instrument and the Company does not have sufficient liquidity in order to pay the nominal value of the Convertible Loan Notes, the holders of Convertible Loan Notes may not receive all or any of the nominal value of their Convertible Loan Notes.

PART IV
DETAILS OF THE OPEN OFFER

1. Introduction

The Open Offer has been structured so as to allow Qualifying Shareholders to subscribe for Ordinary Shares or Convertible Loan Notes at the Offer Price *pro rata* to their existing holdings. To the extent that Offer Shares or Offer Loan Notes are not subscribed by existing Shareholders, Open Offer entitlements will lapse.

2. Open Offer

The Company hereby invites Qualifying Shareholders to apply, on and subject to the terms and conditions set out herein and in the Application Form, and subject to the Articles of Association of the Company, for Offer Shares at a price of 0.5 pence per share or Offer Loan Notes for 100 pence, free from all expenses, payable in cash in full on application. The closing mid-market price for an Ordinary Share, on 11 April 2013 (being the last practicable date before the publication of this document) was 1.05 pence.

Subject to fulfilment of the conditions set out below and in the Application Form, Qualifying Shareholders are being given the opportunity to subscribe for Offer Shares or Offer Loan Notes at the Offer Price payable in full on application and free of all expenses, *pro rata* to their existing shareholdings, on the basis of:

1 Offer Share for every 2.05 Existing Ordinary Shares

Or

1 Offer Loan Note for every 410 Existing Ordinary Shares

held at the Record Date and so on in proportion for any greater number of Ordinary Shares then held. Entitlements of Qualifying Shareholders will be rounded down to the nearest whole number of Offer Shares. Fractional entitlements which would have otherwise arisen will not be issued. Qualifying Shareholders who held fewer than 3 Ordinary Shares at the Record Date will not receive an Application Form.

Application can be made for a combination of Offer Shares and Offer Loan Notes provided that the total application does not exceed the maximum cash amount stated on the Application Form. For example, a holder of 420 Ordinary Shares will receive an Open Offer Entitlement to Offer Shares and/or Offer Loan Notes up to a maximum cash amount payable of £1.02, this entitlement can be taken up either as 204 Offer Shares at a price of £1.02, 1 Offer Loan Note at a price of £1.00 or a combination of the two being 1 Offer Loan Note and 4 Offer Shares at a combined price of £1.02. Holders of less than 410 Ordinary Shares on the Record Date will only have an entitlement to take up Offer Shares and no Offer Loan Notes.

The Open Offer Entitlements of Qualifying Shareholders will be detailed on the Application Form in certificated form. Any monies paid in excess of the amount due in respect of an application will be returned to the applicant (at the applicant's risk and without interest) within 14 days by way of cheque. The action to be taken in relation to the Open Offer is described in paragraph 3 below.

The Offer Shares will, when issued and fully paid, rank *pari passu* in all respects with and will carry the same voting and dividend rights as, the Existing Ordinary Shares. The Offer Loan Notes will, when issued and fully paid, carry the rights as described in paragraph 8.2 of Part VII. The Open Offer is conditional, *inter alia*, on the passing of the Fundraising Resolutions and Admission. It is expected that Admission will occur and dealings in the Offer Shares will commence on 2 May 2013 (unless no Offer Shares are taken up). It is not currently intended that the Offer Loan Notes be listed on any stock exchange or other market. If such conditions are not fulfilled on or before 8.00 a.m. on 2 May 2013 (or such later date, being not later than 8.00 a.m. on 31 May 2013, as the Company may decide) application monies are expected to be returned without interest by crossed cheque in favour of the applicant(s) (at the applicant's risk) by post. Any interest earned on the application monies will be retained for the benefit of the Company.

The Open Offer is not a rights issue. Qualifying Shareholders should note that the Application Form is not a negotiable document and cannot be traded. Qualifying Shareholders should also be aware that in the Open Offer, unlike in a rights issue, any Offer Shares or Convertible Loan Notes not applied for will not be sold in the market or placed for the benefit of Qualifying Shareholders who do not apply under the Open Offer.

Completed Application Forms, accompanied by full payment, should be returned by post to Computershare, Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare, The Pavilions, Bridgwater Road, Bristol, BS13 8AE so as to arrive as soon as possible and in any event so as to be received no later than 11.00 a.m. on 29 April 2013.

Further terms of the Open Offer are set out in this Part IV and, where relevant, in the Application Form.

3. Procedure for Application

If for any reason it becomes necessary to adjust the expected timetable as set out in this document, the Company will make an appropriate announcement to a Regulatory Information Service operated by the London Stock Exchange giving details of the revised dates.

Qualifying Shareholders (Shareholders who receive an Application Form in respect of their entitlement under the Open Offer)

(a) General

Subject to the provisions set out in this Part III in relation to the Overseas Shareholders, Qualifying Shareholders will have received an Application Form enclosed with this document. The Application Form shows the number of Existing Ordinary Shares registered in your name on the Record Date. It also shows your Open Offer Entitlement (i.e. the number of Offer Shares and Offer Loan Notes available to you on a *pro rata* basis) for which you are entitled to apply under the Open Offer.

The instructions and other terms set out in the Application Form constitute part of the terms of the Open Offer.

(b) Market Claims

Applications may only be made on the Application Form which is personal to the Qualifying Shareholders(s) named thereon and may not be assigned, transferred or split except in the circumstances described below. **The Application Form represents the right to apply for Offer Shares and is not a document of title and cannot be separately traded.** It is transferable only to satisfy legitimate market claims in relation to market purchases pursuant to the rules of the London Stock Exchange prior to the Existing Ordinary Shares being marked “ex” the entitlement to the Open Offer. Applications may be split or consolidated only to satisfy legitimate market claims up to 3.00 p.m. on 25 April 2013. Any Qualifying Shareholder who has sold or transferred all or part of his holding of Existing Ordinary Shares prior to the date upon which the Existing Ordinary Shares were marked “ex” the entitlement to the Open Offer, should consult his stockbroker or other professional adviser as soon as possible since the invitation to acquire Offer Shares or Offer Loan Notes under the Open Offer may represent a benefit which can be claimed from him by the purchaser or transferee under the rules of the London Stock Exchange. Qualifying Shareholders who have sold all or part of their registered holdings should complete Box 10 on the Application Form and immediately send it to the purchaser or transferee or the bank, stockbroker or other agent through whom or by whom the sale or transfer was effected for transmission to the purchaser or transferee.

The Application Form should not, however, subject to certain exceptions, be forwarded to or transmitted in or into the United States of America, Australia, Canada, South Africa, New Zealand or Japan.

(c) Application Procedures

Qualifying Shareholders wishing to apply for Offer Shares or Offer Loan Notes should complete the Application Form in accordance with the instructions printed thereon and post it in the accompanying reply paid envelope (for use within the

UK only) or return it (so as to arrive by not later than 11.00 a.m. on 29 April 2013), together with payment in full for the number of Offer Shares or Offer Loan Notes applied for, to Computershare, Corporate Actions Projects, Bristol, BS99 6AH, if you have any questions on the procedure please call the helpline on 0870 889 3201 or, if calling from outside the UK on +44 (0) 870 889 3201. Calls to the Computershare 0870 889 3201 number are charged at approximately 10 pence per minute (including VAT) plus any of your service provider's network extras. Calls to the Computershare +44 (0) 870 889 3201 number from outside the UK are charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. Computershare cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice. Applications received after 11.00 a.m. on 29 April 2013 will not be accepted.

If any Application Form is sent by first class post within the United Kingdom, Qualifying Shareholders are recommended to allow at least four business days for delivery. The Company may elect in its absolute discretion to accept Application Forms and remittances received after 11.00 a.m. on 29 April 2013. The Company may also in its sole discretion elect to treat an Application Form as valid and binding on the person(s) by whom or on whose behalf it is lodged, even if it is not completed in accordance with the relevant instructions, or if it does not strictly comply with the terms and conditions of application. Applications will not be acknowledged.

The Company, also reserves the right (but shall not be obliged) to accept applications in respect of which remittances are received prior to 11.00 a.m. on 29 April 2013 from an authorised person (as defined in FSMA) specifying the number of Offer Shares concerned and undertaking to lodge the relevant Application Form in due course.

(d) Payments

Under the Money Laundering Regulations 2007, Computershare may be required to check the identity of persons who subscribe for in excess of the sterling equivalent of Euro 15,000.00 (approximately £13,000) of Offer Shares or Offer Loan Notes. Computershare may therefore undertake electronic searches for the purposes of verifying identity. To do so Computershare may verify the details against the Applicant's identity, but also may request further proof of identity. Computershare reserve the right to withhold any entitlement (including any refund cheque) until such verification of identity is completed to its satisfaction.

Payments must be made by cheque or bankers' draft in pounds sterling drawn on a branch in the United Kingdom of a bank or building society and must bear the appropriate sort code in the top right hand corner. Cheques, which must be drawn on the personal account of the individual investor where they have sole or joint title to the funds, should be made payable to Computershare re: "Ascent Resources plc – Open Offer A/C". Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the building society cheque/bankers' draft to such effect. The account name should be the same as that shown on the application. Cheques or bankers' drafts will be presented for payment upon receipt. The Company reserves the right to instruct Computershare to seek special clearance of cheques and bankers' drafts to allow the Company to obtain value for remittances at the earliest opportunity. No interest will be allowed on payments made before they are due and any interest earned on such payments will accrue for the benefit of the Company. It is a term of the Open Offer that cheques will be honoured on first presentation, and the Company may elect in its absolute discretion to treat as invalid, acceptances in respect of which cheques are not so honoured. If cheques or bankers' drafts are presented for payment before the conditions of the Open Offer are fulfilled, the application monies will be kept in a separate bank account pending fulfilment of such conditions. If all the conditions of the Open Offer have not been fulfilled or (where appropriate) waived by 8.00 a.m. on 2 May 2013 (or such later date as the Company may, in its absolute discretion, elect, but in any event not later than 8.00 a.m. on 31 May 2013), the Open

Offer will lapse and application monies will be returned to applicants (at the applicants' risk), without interest, by crossed cheque in favour of the applicant(s) within 14 days after that date.

(e) Effect of Application

All documents and remittances sent by post by or to an applicant (or as the applicant may direct) will be sent at the applicant's own risk. By completing and delivering an Application Form, you (as the applicant(s)):

- (i) agree that all applications and contracts resulting therefrom, under the Open Offer shall be governed by, and construed in accordance with, the laws of England;
- (ii) confirm that in making the application you are not relying on any information or representation other than such as may be contained in this document and you accordingly agree that no person responsible solely or jointly for this document or any part thereof or involved in the preparation thereof shall have any liability for any such information or representation not contained in this document; and
- (iii) represent and warrant that if you have received some or all of your entitlements under the Open Offer from a person other than the Company, you are entitled to apply under the Open Offer in relation to such entitlements under the Open Offer by virtue of a legitimate market claim.

The instructions, notes and other terms set out in the Application Form, form part of the terms of the Open Offer.

If you do not wish to apply for any of the Offer Shares or Offer Loan Notes to which you are entitled under the Open Offer, you should not complete and return the Application Form.

If you are in doubt whether or not you should apply for any of the Offer Shares or Offer Loan Notes under the Open Offer, you should consult your independent financial adviser immediately. All enquiries in relation to the procedure for application for Qualifying Shareholders under the Open Offer should be addressed to Computershare, Corporate Actions Projects, Bristol, BS99 6AH you can also contact the Computershare helpline on 0870 889 3201 (or, if calling from outside the UK on +44 (0) 870 889 3201. Calls to the Computershare 0870 889 3201 number are charged at approximately 10 pence per minute (including VAT) plus any of your service provider's network extras. Calls to the Computershare +44 (0) 870 889 3201 number from outside the UK are charged at applicable international rates. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. Computershare cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice).

(g) Qualifying Shareholders (Shareholders who hold shares in CREST)

The Open Offer Entitlements will **not** be made available in CREST and as such an application made by a Qualifying Shareholder who holds shares in CREST must be made by completing the Application Form and making payment in accordance with the above instructions. Offer Shares and Offer Loan Notes applied for will however be credited into the CREST account detailed on the Application Form and not in certificated form.

The Directors have applied for the Offer Shares and Offer Loan Notes to be admitted to CREST with effect from Admission and Euroclear has agreed to such admission. Accordingly, settlement of transactions in the Offer Shares following Admission may take place within the CREST system if the relevant Shareholder so wishes. CREST is a voluntary system and holders of Ordinary Shares who wish to receive and retain share certificates will be able to do so. Persons subscribing for Offer Shares as part of the Open Offer may, however, elect to receive Ordinary Shares in uncertificated form if they are a "system member" (as defined in the Uncertificated Securities Regulations 2000).

In general, the Ordinary Shares that are held in uncertificated form under CREST will be subject to the rules, regulations and procedures governing CREST and its system members as in effect from time to time. Ownership of an Ordinary Share held in uncertificated form under CREST may only be transferred in compliance with the procedures of CREST in effect from time to time.

4. Money Laundering Regulations

It is a term of the Open Offer that, to ensure compliance with the Money Laundering Regulations 2007, the money laundering provisions of the Criminal Justice Act 1993, Part VIII of the Financial Services and Markets Act 2000 and the Proceeds of Crime Act 2002 (together with the provisions of the Money Laundering Sourcebook of the Financial Services Authority and the manual of guidance produced by the Joint Money Laundering Steering Group in relation to financial sector firms) (together, the "Regulations"), that Computershare may, in its absolute discretion, require verification of your identity to the extent that you have not already provided the same. Pending the provision to Computershare of evidence of your identity, definitive certificates in respect of Offer Shares may be retained at its absolute discretion. If within a reasonable time after a request for verification of identity Computershare has not received evidence satisfactory to it, the Company may, in its absolute discretion, terminate your Open Offer participation in which event the monies payable on acceptance of the Open Offer participation will, if paid, be returned without interest and net of bank charges by cheque to the applicant(s). To comply with the money laundering requirements, payment in respect of your Open Offer participation should be drawn from an account in your own name on a branch of a building society or bank in the United Kingdom and must bear the appropriate sort code in the top right hand corner. If this is not practicable and you must use a cheque or bankers' draft drawn on a building society or bank then:

- (i) you should write your name and address on the back of the cheque and record your date of birth against your name; and
- (ii) request the building society or bank to print or write on the back of the cheque the full name and account number of the person whose building society or bank account is being debited and add their stamp.

The verification of identity requirements will not usually apply:

- (i) if the applicant is an organisation required to comply with the Money Laundering Directive (2005/60/EC of the European Parliament and of the EC Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing);
- (ii) if the acceptor is a regulated UK broker or intermediary acting as agent and is itself subject to the Money Laundering Regulations;
- (iii) if the applicant (not being an applicant who delivers their application in person) makes payment by way of a cheque drawn on an account in the applicant's name; or
- (iv) if the aggregate subscription price for the Convertible Loan Notes is less than £13,000 (being the approximate equivalent to 15,000 Euros).

In other cases the verification of identity requirements may apply. Satisfaction of these requirements may be facilitated in the following ways:

For applications over £13,000 (being the approximate equivalent to 15,000 Euros), Qualifying non-CREST Shareholders are also requested to submit with the Application Form as documentary evidence of identity and address one certified copy document from each of the following lists (as appropriate):

Personal identity documents (UK resident individuals)

- current signed passport;
- Northern Ireland Voter's Card;
- current full UK driving licence;
- benefits book or original notification letter from the Benefits Agency confirming the right to benefit; or

- HM Revenue & Customs tax notifications e.g. tax assessment, statement of account or notice of coding.

Evidence of address (UK resident individuals)

- recent utility bill or utility statement (mobile telephone bills are not acceptable);
- local authority tax bill (current year);
- current UK driving licence (if not used for evidence of name);
- benefits book or original notification letter from the Benefits Agency confirming the right to benefit (provided one or other has not been used as evidence of personal identity); or
- HM Revenue & Customs correspondence addressed to you at stated address (provided HM Revenue & Customs notifications have not been used as evidence of personal identity). If you are not a UK resident individual such proof of identity may include:
 - a certified copy of an official identity card; or
 - a certified copy of a driving licence; or
 - a certified extract from a full passport (i.e. a copy of the front cover and pages showing photograph, personal details and signature, date and place of issue and serial number); and a certified copy of satisfactory evidence of an address (e.g. utility bill or bank statement).

If you are a corporation, please supply:

- a certified copy of your articles of association or statutes or published accounts or certificate of incorporation or trade register entry or certificate of trade;
- the names and addresses of all directors and specimen signatures; and
- evidence of identity and address as stated above for each director.

All certified documents must be certified by a professional person such as a lawyer or attorney, notary or an official entity such as an embassy, consulate or high commission of the country of issue.

5. Taxation and Stamp Duty

If you are in any doubt as to your tax position, or if you are subject to tax in a jurisdiction other than the United Kingdom, you should consult your professional adviser without delay.

6. Overseas Shareholders

In respect of persons not resident in the United Kingdom or who are citizens of countries other than the United Kingdom the Open Offer may be affected by the laws or regulatory requirements of jurisdictions outside the United Kingdom. It is the responsibility of each overseas shareholder to satisfy himself as to the full observance of the laws of any relevant jurisdiction in connection with the Open Offer and voting at the General Meeting. No person receiving a copy of this document and/or an Application Form in any territory other than the United Kingdom may treat the same as constituting an invitation or offer to him/her nor should he/she in any event use such Application Form unless in the relevant territory such an invitation could lawfully be made to him/her or such Application Form could be lawfully be used without compliance with any registration or other legal or regulatory requirements other than any which may have been fulfilled.

In particular, the Offer Shares have not been registered under the United States Securities Act of 1933 (as amended) or the relevant securities legislation in Australia, Canada, South Africa, New Zealand or Japan and therefore the Offer Shares may not be offered, sold, transferred or delivered directly or indirectly in the United States of America, Australia, Canada, South Africa, New Zealand or Japan or their respective territories and possessions. No application form will be accepted from, any Shareholder who is unable to give the warranty set out in the Application Form or who the Company or its agent has reason to believe is ineligible to apply.

It is the responsibility of any person receiving a copy of this document or an Application Form and wishing to make an application to subscribe for Offer Shares to satisfy himself/herself as to the full observance of the laws and regulatory requirements of any relevant territory, including the obtaining of all necessary

governmental or other consents which may be required or observing any other formalities needing to be observed in such territory and the payment of any taxes due in such jurisdiction.

The Company and its agent reserves the right to treat as invalid any application, or purported application, to subscribe for Offer Shares pursuant to the Open Offer which appears to the Company or its agent to have been executed, effected or despatched in a manner which may involve a breach of the securities legislation of any jurisdiction or which does not include the warranties set out in the Application Form. Completion of an Application Form shall constitute a warranty that the Shareholder is eligible to apply.

7. Settlement and Dealings

Offer Shares

Application will be made to the London Stock Exchange for the New Ordinary Shares to be admitted to trading on AIM. It is expected that the New Ordinary Shares will be admitted to trading on AIM and that dealings will commence on 2 May 2013. None of the New Ordinary Shares are being made available to the public except under the terms of the Open Offer. For Qualifying non-CREST Shareholders, definitive share certificates for the Offer Shares are expected to be dispatched by first class post by 11 May 2013. For Qualifying CREST Shareholders, it is expected that the relevant account will be credited on the day of Admission. Notwithstanding any other provision of this document, the Company reserves the right to issue any Offer Shares in certificated form. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST) or on the part of the facilities and/or systems operated by the Company's registrars in connection with CREST. No temporary documents of title will be issued and pending despatch of the definitive share certificates, transfers of the New Ordinary Shares will be certified against the register. All documents and remittances sent by or to an applicant (or his/her agent, as appropriate) will be sent through the post at the risk of the person entitled thereto.

Offer Loan Notes

It is not currently intended that the Offer Loan Notes be listed on a stock exchange or other market. For Qualifying non-CREST Shareholders, definitive loan note certificates are expected to be dispatched by first class post by 11 May 2013. For Qualifying CREST Shareholders, it is expected that CREST accounts will be credited with the Offer Loan Notes on 2 May 2013. The ISIN for the Offer Loan Notes will be GB00B8J8B415.

PART V

FINANCIAL INFORMATION

The following information is incorporated by reference into this document pursuant to Rule 24.15 of the Code and is available free of charge on the Company's website at www.ascentresources.com. 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, One America Square, Crosswall, London EC3N 2SG or between 8.30 a.m. and 5.30 p.m. Monday to Friday (except UK public holidays) by calling 020 7251 4905.

- i) The Interim Results of the Company for the six month period ended 30 June 2012;
- ii) The Annual Report and Accounts of the Company for the year ended 31 December 2011;
- iii) The Annual Report and Accounts of the Company for the year ended 31 December 2010; and
- iv) The Annual Report and Accounts of the Company for the year ended 31 December 2009.

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 2011, 31 December 2010 and 31 December 2009, together with the audit report in respect of each year.

Information incorporated by reference to this document	Reference Document	Page number in Reference document
For the Six Months ended 30 June 2012		
Interim Results announcement	Interim Results Announcement	
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
For the year ended 31 December 2010		
Independent Auditors' report to the members	Annual Report 2010	27
Consolidated income statement for the year ended 31 December 2010	Annual Report 2010	33
Consolidated statement of changes in equity for the year ended 31 December 2010	Annual Report 2010	35
Consolidated statement of financial position at 31 December 2010	Annual Report 2010	37
Consolidated cash flow statement for the year ended 31 December 2010	Annual Report 2010	39
Notes to the consolidated financial statements	Annual Report 2010	41

Information incorporated by reference to this document	Reference Document	Page number in Reference document
For the year ended 31 December 2009		
Independent Auditors' report to the members	Annual Report 2009	24
Consolidated income statement for the year ended 31 December 2009	Annual Report 2009	29
Consolidated statement of changes in equity for the year ended 31 December 2009	Annual Report 2009	31
Consolidated statement of financial position at 31 December 2009	Annual Report 2009	33
Consolidated cash flow statement for the year ended 31 December 2009	Annual Report 2009	35
Notes to the consolidated financial statements	Annual Report 2009	37

PART VI

INFORMATION ON HENDERSON GLOBAL INVESTORS AND ADDITIONAL DISCLOSURES REQUIRED UNDER THE TAKEOVER CODE

The information set out in this Part VI which relates to Henderson Global Investors has been accurately reproduced from information provided by Henderson. 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 VI which relates to Henderson inaccurate or misleading.

1. Information on Henderson

Henderson Group is the ultimate holding company of the investment management group which includes Henderson Global Investors Limited and Henderson Alternative Investment Advisor Limited.

Henderson Group'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 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 £65.7bn assets under management (as at 31 December 2012); and employed around 1,062 people worldwide as at 31 December 2012.

1.1 Directors

The directors of Henderson Group plc, are as follows:

<u>Name</u>	<u>Function</u>
Rupert Pennant-Rea	Chairman
Andrew Formica	Chief Executive
Shirley Garrood	Chief Financial Officer
Richard Gillingwater	NED and Chairman Designate
Tim How	NED
Robert Jeens	NED
Kevin Dolan	NED
Sarah Arkle	NED
Duncan Ferguson	NED

Mr. Pennant-Rea will step down following the Annual General Meeting on 1 May 2013 and will be succeeded as Chairman by Mr. Gillingwater.

1.2 Incorporation and registered office

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

1.3 Share capital

The issued share capital of Henderson Group comprised 1,114,979,902 ordinary shares of £0.125 each as at 31 March 2013.

2. Disclosure of interests and dealings in shares

2.1 Definitions

For the purposes of this Part VI:

- (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 11 April 2013, 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.

2.2 Interests of Henderson in the Company

Funds managed by Henderson are currently interested in 14.8 per cent. of the voting rights of the Company.

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 Convertible Loan Notes by Henderson, will be as follows:

Name	Number of Existing Ordinary Shares	Percentage holding in the Company	Percentage of the share capital following the full conversion of Henderson's Convertible Loan Notes*
Henderson on behalf of certain of its funds	151,601,970	14.8	58.9
Henderson on behalf of certain funds for the purpose of a short position	17,469,278	1.7	0.82

* Assuming no participation in the Open Offer by any Shareholders.

On 10 April 2013 (being the last practicable date prior to the posting of this document) Henderson held 3,000,000 Convertible Loan Notes.

2.3 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:

Underlying Fund Name	Date	Nature of Transaction	Number of Existing Ordinary Shares	Price Per Existing Ordinary Share (£)
Volantis	06/01/2012	Buy	700,000	0.027
Volantis	06/01/2012	Buy	269,677	0.02724
Volantis	09/01/2012	Buy	600,000	0.02725
Volantis	10/01/2012	Buy	1,700,000	0.027173
Volantis	11/01/2012	Buy	169,919	0.027
Volantis	11/01/2012	Buy	836,324	0.02706
Volantis	11/01/2012	Buy	1,665,082	0.027
Henderson UK & Irish Sm Cos Fund	11/01/2012	Buy	2,830,081	0.027
Henderson UK & Irish Sm Cos Fund	11/01/2012	Buy	419,355	0.02706
Henderson UK & Irish Sm Cos Fund	11/01/2012	Buy	834,918	0.027
Volantis	12/01/2012	Buy	1,265,462	0.027
Henderson UK & Irish Sm Cos Fund	12/01/2012	Buy	634,538	0.027
Volantis	13/01/2012	Buy	333,016	0.027
Volantis	13/01/2012	Buy	666,033	0.027
Henderson UK & Irish Sm Cos Fund	13/01/2012	Buy	166,984	0.027
Henderson UK & Irish Sm Cos Fund	13/01/2012	Buy	333,967	0.027
Volantis	16/01/2012	Buy	532,826	0.027
Henderson UK & Irish Sm Cos Fund	16/01/2012	Buy	267,174	0.027
Volantis	17/01/2012	Buy	226,451	0.027
Henderson UK & Irish Sm Cos Fund	17/01/2012	Buy	113,549	0.027
Volantis	18/01/2012	Buy	183,159	0.027375
Volantis	18/01/2012	Buy	166,508	0.02737
Volantis	18/01/2012	Buy	832,541	0.027
Volantis	18/01/2012	Buy	59,943	0.0272
Henderson UK & Irish Sm Cos Fund	18/01/2012	Buy	83,492	0.02737
Henderson UK & Irish Sm Cos Fund	18/01/2012	Buy	91,841	0.02737
Henderson UK & Irish Sm Cos Fund	18/01/2012	Buy	30,057	0.0272
Henderson UK & Irish Sm Cos Fund	18/01/2012	Buy	417,459	0.027
Volantis	24/01/2012	Sell	-150,000	0.0331
Volantis	25/01/2012	Sell	-1,100,000	0.03492
Volantis	26/01/2012	Sell	-414,107	0.03589
Volantis	27/01/2012	Sell	-310,000	0.03417
Volantis	01/02/2012	Buy	83,254	0.0318
Henderson UK & Irish Sm Cos Fund	01/02/2012	Buy	41,746	0.0318
Volantis	02/02/2012	Buy	1,332,066	0.03148
Henderson UK & Irish Sm Cos Fund	02/02/2012	Buy	667,934	0.03148
Volantis	03/02/2012	Buy	83,254	0.0315

Underlying Fund Name	Date	Nature of Transaction	Number of Existing Ordinary Shares	Price Per Existing Ordinary Share (£)
Henderson UK & Irish Sm Cos Fund	03/02/2012	Buy	41,746	0.0315
Volantis	07/02/2012	Buy	333,017	0.032
Henderson UK & Irish Sm Cos Fund	07/02/2012	Buy	166,983	0.032
Volantis	13/02/2012	Buy	1,711,468	0.0315
Henderson UK & Irish Sm Cos Fund	13/02/2012	Buy	858,176	0.0315
Volantis	14/02/2012	Buy	1,400,000	0.0315
Volantis	15/02/2012	Buy	1,000,000	0.0315
Volantis	15/02/2012	Buy	665,000	0.0315
Volantis	16/02/2012	Buy	2,000,000	0.0315
Volantis	17/02/2012	Buy	1,000,000	0.0315
Volantis	17/02/2012	Buy	770,000	0.03155
Volantis	20/02/2012	Buy	150,000	0.033
Volantis	20/02/2012	Buy	250,000	0.034
Volantis	21/02/2012	Buy	1,000,000	0.033
Volantis	22/02/2012	Buy	300,000	0.033
Volantis	22/02/2012	Buy	2,165,000	0.033
Volantis	23/02/2012	Buy	500,000	0.03425
Volantis	23/02/2012	Buy	250,000	0.0345
Volantis	23/02/2012	Buy	250,000	0.034
Volantis	23/02/2012	Buy	500,000	0.034
Strathclyde	23/02/2012	Buy	2,400,000	0.034
Strathclyde	23/02/2012	Buy	8,200,000	0.03412
Strathclyde	24/02/2012	Buy	3,800,000	0.034
Volantis	27/02/2012	Buy	147,189	0.0335
Strathclyde	27/02/2012	Buy	552,811	0.0335
Volantis	28/02/2012	Buy	315,404	0.0335
Strathclyde	28/02/2012	Buy	1,184,596	0.0335
Volantis	29/02/2012	Buy	252,324	0.0335
Strathclyde	29/02/2012	Buy	947676	0.0335
Volantis	01/03/2012	Sell	-550,000	0.0376
Volantis	02/03/2012	Sell	-1,400,000	0.037643
Volantis	08/03/2012	Buy	21,027	0.03139
Strathclyde	08/03/2012	Buy	78973	0.03139
Volantis	09/03/2012	Buy	52,567	0.0312
Volantis	09/03/2012	Buy	136,675	0.031253
Strathclyde	09/03/2012	Buy	197,433	0.0312
Strathclyde	09/03/2012	Buy	513,325	0.03125
Volantis	13/03/2012	Buy	294,377	0.032
Strathclyde	13/03/2012	Buy	1,105,623	0.032
Volantis	14/03/2012	Buy	94,622	0.032
Strathclyde	14/03/2012	Buy	355,378	0.032
Volantis	15/03/2012	Buy	21,027	0.032
Strathclyde	15/03/2012	Buy	78,973	0.032
Volantis	16/03/2012	Buy	94,621	0.032
Volantis	16/03/2012	Buy	413,440	0.032
Strathclyde	16/03/2012	Buy	1,552,797	0.032
Strathclyde	16/03/2012	Buy	355,379	0.032
Volantis	19/03/2012	Buy	420,539	0.032
Strathclyde	19/03/2012	Buy	1,579,461	0.032
Volantis	20/03/2012	Buy	536,188	0.032
Strathclyde	20/03/2012	Buy	2,013,812	0.032
Strathclyde	20/03/2012	Buy	1,250,000	0.032
Strathclyde	21/03/2012	Buy	3,300,000	0.03197
Strathclyde	22/03/2012	Buy	450,000	0.032
Strathclyde	22/03/2012	Buy	1,500,000	0.032
Strathclyde	23/03/2012	Buy	1,000,000	0.032
Henderson UK & Irish Sm Cos Fund	26/03/2012	Buy	765,652	0.032
Strathclyde	26/03/2012	Buy	634348	0.032
Henderson UK & Irish Sm Cos Fund	27/03/2012	Buy	2,132,888	0.032
Strathclyde	27/03/2012	Buy	1,767,112	0.032

Underlying Fund Name	Date	Nature of Transaction	Number of Existing Ordinary Shares	Price Per Existing Ordinary Share (£)
Henderson UK & Irish Sm Cos Fund	28/03/2012	Buy	1,421,925	0.032
Strathclyde	28/03/2012	Buy	1,178,075	0.032
Henderson UK & Irish Sm Cos Fund	29/03/2012	Buy	601,583	0.032
Strathclyde	29/03/2012	Buy	498,417	0.032
Volantis	30/03/2012	Buy	4,600,000	0.03136
Volantis	04/04/2012	Buy	1,500,000	0.032
Henderson UK & Irish Sm Cos Fund	11/04/2012	Buy	478,532	0.0325
Strathclyde	11/04/2012	Buy	396,468	0.0325
Volantis	18/04/2012	Buy	1,000,000	0.036086
Volantis	19/04/2012	Buy	365,659	0.03337
Volantis	19/04/2012	Buy	225,728	0.03344
Volantis	19/04/2012	Buy	988,064	0.03344
Volantis	19/04/2012	Buy	83,580	0.03337
Henderson UK & Irish Sm Cos Fund	19/04/2012	Buy	75,400	0.03344
Henderson UK & Irish Sm Cos Fund	19/04/2012	Buy	27,761	0.03337
Strathclyde	19/04/2012	Buy	23,000	0.03337
Strathclyde	19/04/2012	Buy	62,469	0.03344
Volantis	20/04/2012	Buy	440,292	0.034
Volantis	23/04/2012	Buy	3,500,000	0.034
Volantis	24/04/2012	Buy	400,000	0.034
Volantis	25/04/2012	Buy	3,200,000	0.03315
Volantis	30/04/2012	Buy	500,000	0.033835
Volantis	01/05/2012	Buy	339,473	0.0335
Volantis	01/05/2012	Buy	154,306	0.033945
Henderson UK & Irish Sm Cos Fund	01/05/2012	Buy	115,136	0.0335
Henderson UK & Irish Sm Cos Fund	01/05/2012	Buy	52,334	0.033945
Strathclyde	01/05/2012	Buy	43,360	0.03395
Strathclyde	01/05/2012	Buy	95,391	0.0335
Volantis	02/05/2012	Buy	123,444	0.0335
Henderson UK & Irish Sm Cos Fund	02/05/2012	Buy	41,868	0.0335
Strathclyde	02/05/2012	Buy	34,688	0.0335
Volantis	03/05/2012	Buy	462,917	0.0335
Henderson UK & Irish Sm Cos Fund	03/05/2012	Buy	157,004	0.0335
Strathclyde	03/05/2012	Buy	130,079	0.0335
Volantis	04/05/2012	Buy	88,503	0.0335
Henderson UK & Irish Sm Cos Fund	04/05/2012	Buy	30,017	0.0335
Strathclyde	04/05/2012	Buy	24,869	0.0335
Volantis	08/05/2012	Buy	1,103,775	0.0335
Henderson UK & Irish Sm Cos Fund	08/05/2012	Buy	162,004	0.0335
Strathclyde	08/05/2012	Buy	134,221	0.0335
Volantis	09/05/2012	Buy	924,259	0.0335
Volantis	09/05/2012	Buy	1,900,000	0.033
Henderson UK & Irish Sm Cos Fund	09/05/2012	Buy	135,656	0.0335
Strathclyde	09/05/2012	Buy	112,392	0.0335
Volantis	11/05/2012	Buy	700,000	0.0325
Volantis	14/05/2012	Buy	2,400,000	0.032167
Strathclyde	14/05/2012	Buy	2,600,000	0.03165
Strathclyde	15/05/2012	Buy	1,250,000	0.0305
Strathclyde	16/05/2012	Buy	3,100,000	0.02981
Strathclyde	17/05/2012	Buy	2,000,000	0.029
Volantis	18/05/2012	Buy	175,000	0.028
Henderson UK & Irish Sm Cos Fund	18/05/2012	Buy	175,000	0.028
Strathclyde	18/05/2012	Buy	1050000	0.028
Volantis	21/05/2012	Buy	540,000	0.0275
Henderson UK & Irish Sm Cos Fund	21/05/2012	Buy	540,000	0.0275
Volantis	29/05/2012	Buy	500,000	0.025933
Volantis	29/05/2012	Buy	275,000	0.02618
Henderson UK & Irish Sm Cos Fund	29/05/2012	Buy	500,000	0.025933
Henderson UK & Irish Sm Cos Fund	29/05/2012	Buy	275,000	0.02618
Volantis	30/05/2012	Buy	240,000	0.032

Underlying Fund Name	Date	Nature of Transaction	Number of Existing Ordinary Shares	Price Per Existing Ordinary Share (£)
Volantis	30/05/2012	Buy	510,000	0.032
Henderson UK & Irish Sm Cos Fund	30/05/2012	Buy	510,000	0.032
Henderson UK & Irish Sm Cos Fund	30/05/2012	Buy	240,000	0.032
Volantis	01/06/2012	Buy	500,000	0.029
Henderson UK & Irish Sm Cos Fund	01/06/2012	Buy	500,000	0.029
Volantis	06/06/2012	Buy	800,000	0.0285
Henderson UK & Irish Sm Cos Fund	06/06/2012	Buy	800,000	0.0285
Volantis	08/06/2012	Buy	793,094	0.0285
Henderson UK & Irish Sm Cos Fund	08/06/2012	Buy	793,093	0.0285
Volantis	11/06/2012	Buy	246,859	0.0285
Henderson UK & Irish Sm Cos Fund	11/06/2012	Buy	246,859	0.0285
Volantis	12/06/2012	Buy	359,905	0.0285
Volantis	12/06/2012	Buy	420,047	0.0285
Henderson UK & Irish Sm Cos Fund	12/06/2012	Buy	420,048	0.0285
Volantis	13/06/2012	Buy	675,000	0.028
Volantis	14/06/2012	Buy	565,000	0.028
Volantis	15/06/2012	Buy	500,000	0.028
Volantis	29/08/2012	Buy	250,000	0.02
Volantis	30/08/2012	Buy	126,667	0.02
Volantis	31/08/2012	Buy	250,000	0.02
Volantis	03/09/2012	Buy	300,000	0.0195
Volantis	04/09/2012	Buy	350,000	0.019357
Volantis	10/09/2012	Buy	1,623,428	0.019
Volantis	10/09/2012	Buy	1,247,792	0.019
Volantis	11/09/2012	Buy	140,000	0.019
Volantis	17/09/2012	Buy	1,612,208	0.017718
Volantis	17/09/2012	Buy	400,000	0.01765
Volantis	31/07/2012	Short Sell	-500,000	0.018962
Volantis	14/08/2012	Short Sell	-39,684	0.017964
Volantis	15/08/2012	Short Sell	-850,000	0.017964
Volantis	28/08/2012	Short Sell	-7,969,477	0.020151
Volantis	29/08/2012	Short Sell	-250,000	0.02
Volantis	30/08/2012	Short Sell	-126,667	0.02
Volantis	31/08/2012	Short Sell	-250,000	0.02
Volantis	03/09/2012	Short Sell	-300,000	0.0195
Volantis	04/09/2012	Short Sell	-350,000	0.019357
Volantis	10/09/2012	Short Sell	-1,623,428	0.019
Volantis	10/09/2012	Short Sell	-1,247,792	0.019
Volantis	11/09/2012	Short Sell	-140,000	0.019
Volantis	17/09/2012	Short Sell	-1,612,208	0.017718
Volantis	17/09/2012	Short Sell	-400,000	0.01765
Volantis	28/09/2012	Short Sell	-1,894,680	0.015519
Volantis	05/10/2012	Short Sell	-4,865,437	0.015607
Volantis	08/10/2012	Short Sell	-850,000	0.015968
Volantis	09/10/2012	Short Sell	-500,000	0.01497

2.4 Save as disclosed in this Part VI and Part V II of this document:

- (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; and
- (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.

3. 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 11 April 2013 (being the latest practicable date prior to the posting of this document):

Date	Price per Ordinary Share (pence)
11 Apr 2013	1.050
2 Apr 2013	1.055
1 Mar 2013	1.175
1 Feb 2013	1.000
2 Jan 2013	0.900
3 Dec 2012	1.250
1 Nov 2012	2.075

4. 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.

6. 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. 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 and 31 December 2012.	<p>Henderson annual report and accounts, consolidated income statement and dividends paid and proposed on page 2010:14, 2011:11 and 2012:15.</p> <p>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</p>
2. A statement of the assets and liabilities shown in the audited accounts of Henderson for the years ended 31 December 2010, 31 December 2011 and 31 December 2012.	<p>Henderson annual report and accounts, consolidated statement of financial position on page 2010:16, 2011:13 and 2012:17.</p> <p>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</p>
3. 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.	<p>Henderson annual report and accounts, consolidated cash flow statement/consolidated statement of cash flows on page 2010:20, 2011:15 and 2012:19.</p> <p>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</p>
4. 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.	<p>Henderson annual report and accounts, significant accounting policies on pages 2010: 21 to 57, 2011: 18 to 59 and 2012: 22 to 63</p> <p>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</p>

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.

7. Additional disclosures required by the Takeover Code

At the close of business on the disclosure date, save as disclosed in this paragraph 7 of Part VI and Part VII of this document:

- (a) none of the Directors (including any members of such Directors respective immediate families, related trusts or connected persons) had any interest in or a right to subscribe for, or had any short position in relation to, any relevant securities of the Company;
- (b) no person acting in concert with the Company had any interest in, or right to subscribe for, or had any short position in relation to any relevant securities of the Company;
- (c) 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 Henderson, nor has any such person dealt in any such securities during the disclosure period;
- (d) the Company has not redeemed or purchased any of its relevant securities during the disclosure period;
- (e) there were no arrangements which existed between the Company or any person acting in concert with of the Company or any other person;
- (f) neither the Company nor any person acting in concert with the Company had borrowed or lent any relevant securities of the Company, save for any borrowed shares which have either been on-lent or sold; and

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 Fundraise. Henderson has entered into no agreement, arrangement or understanding to transfer any interest acquired in the Company, as a result of the Fundraise.

PART VII

ADDITIONAL INFORMATION

1. Responsibility

The Directors, whose names appear below, and the Company accept responsibility for the information contained in this document, other than: (i) the recommendation set out in paragraph 10 of the Chairman's letter, for which only the Directors accept responsibility; and (ii) information relating to Henderson, for which 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.

Henderson accepts responsibility for the information contained in this document relating to Henderson. To the best of the knowledge and belief of Henderson (who have taken all reasonable care to ensure that such is the case) the information contained in this document relating to Henderson is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

The Directors of the Company are:

John Kenny (*Chairman*)
Leonard Reece (*Chief Executive Officer*)
Scott Richardson Brown (*Finance Director*)
Nigel Moore (*Non-executive Director*)
Cameron Davies (*Non-executive Director*)
Graham Cooper (*Non-executive Director*)
Clive Carver (*Non-executive Director*)

3. Principal Activity of the Group

The principal activity of the Company continues to be as an oil and gas exploration and production Company.

4. Interests and dealings

Directors and other interests

- (a) At the close of business on 11 April 2013 (being the latest practicable date prior to the publication of this document) the voting rights (within the meaning of chapter 5 of the DTR) of the Directors and their respective families (as defined in the AIM Rules) all of which are beneficial unless otherwise stated and of connected persons within the meaning of the Act, in the issued Ordinary Share as at the date of this document, the existence of which is known to, or could, with reasonable diligence, be ascertained by the Directors, together with the percentages which such interests represent of the Ordinary Shares in issue are as follows:

	Ordinary shares of 0.1p each	At 11 April 2013
John Kenny	700,000	0.07%
Nigel Moore	119,500	0.01%
Cameron Davies	150,000	0.01%
Graham Cooper	—	—
Scott Richardson Brown	200,000	0.02%
Clive Carver	—	—
Leonard Reece	—	—

- (b) At the close of business on 11 April 2013 (being the latest practicable date prior to the publication of this document) the Directors and their immediate families, related trusts and the interests of persons connected with them listed below, held the following options over Ordinary Shares:

Director	Number	Date Granted	Share Price at Grant	Exercise Price	Exercise Period
Nigel Moore	500,000	17.11.10	5.25p	7.313p	17.11.11 – 17.11.15
	500,000	17.11.10	5.25p	15p	17.11.11 – 17.11.15
Cameron Davies	500,000	17.11.10	5.25p	7.313p	17.11.11 – 17.11.15
	500,000	17.11.10	5.25p	15p	17.11.11 – 17.11.15
John Kenny	500,000	17.11.10	5.25p	7.313p	17.11.11 – 17.11.15
	500,000	17.11.10	5.25p	15p	17.11.11 – 17.11.15
Graham Cooper	—	—	—	—	—
Scott Richardson Brown	1,000,000	01.11.10	4.875p	4.875p	01.11.11 – 01.11.15
	1,000,000	01.11.10	4.875p	7.313p	01.11.12 – 01.11.15
	2,500,000	07.09.11	3.16p	5p	30.06.12 – 07.09.16
	2,500,000	07.09.11	3.16p	12p	30.06.12 – 07.09.16
Leonard Reece	—	—	—	—	—
Clive Carver	—	—	—	—	—

- (c) The maximum percentage interest in Ordinary Shares of each of the Directors assuming the Convertible Loan Notes were fully converted and assuming no issues of shares by the Company, no exercise of other options by other option holders and no disposals by them will be:

	Ordinary shares of 0.1p each	At April 2013
John Kenny	700,000	0.03%
Nigel Moore	119,500	0.01%
Cameron Davies	150,000	0.01%
Graham Cooper	—	—
Scott Richardson Brown	200,000	0.01%
Clive Carver	—	—
Leonard Reece	—	—

There have been no dealings (including borrowing or lending) for value in relevant securities by the Directors (or their immediate families, related trusts or persons connected with them) during the period of 12 months preceding the date of this document.

- (d) Save as disclosed in paragraph 4 (a) and (b) above, none of the Directors or any persons connected with them (within the meaning of Rule 3 of the DTR) has any interest, beneficial or non-beneficial, in the Ordinary Shares of the Company.
- (e) Other than as set out in paragraph 4 (a) above and paragraph 4 (f) and so far as the Directors are aware, the only persons who are directly or indirectly interested (within in the meaning of Chapter 5 of the DTR) in 3 per cent. or more of the Ordinary Shares are as follows:

Shareholder	% of Ordinary Shares Held
EnQuest PLC	15.69
Henderson Global Investors	14.78
Barclayshare Nominees Limited	6.26
TD Direct Investing	5.80
HSDL Nominees Limited	5.14
LR Nominees Limited	4.21
Hargreaves Landsdown	3.90
Richard Griffiths	3.10

- (f) Save as disclosed above in this paragraph 4: none of the following has an interest in any relevant securities nor has a right to subscribe for relevant securities:
- i) any Director;
 - ii) any other person acting in concert with the Company;
 - iii) no person referred to in paragraphs (a) or (b) above has any short position in relation to relevant securities (whether conditional or absolute and whether in the money or otherwise and 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);
 - iv) neither the Company nor any person acting in concert with the Company has borrowed or lent relevant securities;
 - v) the Company has not redeemed or purchased any relevant securities during the period of 12 months preceding the date of this document.

In this paragraph 4, references to:

- vi) “acting in concert” with a party means any such person acting or deemed to be acting in concert with that party for the purposes of the Takeover Code and/or the Waiver;
- vii) “pension fund” excludes a pension fund which is managed under an agreement or arrangement with an independent third party which gives such third party absolute discretion regarding dealing, voting and offer acceptance decisions relating to the fund;
- viii) “Connected Adviser” means an organisation advising the Company in relation to the Transaction described in this document or a corporate broker to the Company;
- ix) “control” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights (as defined in the Takeover Code) of a company, irrespective of whether such interest or interests give de facto control; and
- x) “relevant securities” mean Ordinary Shares and securities convertible into, rights to subscribe for, derivatives referenced to and options (including traded options) in respect of, Ordinary Shares.

5. Directors’ Service Agreements, Letters of Appointment, Remuneration and Fees

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

5.1.1 John Kenny (Non-Executive Chairman)

John Kenny entered into a director’s service agreement with the Company dated 1 January 2006 in respect of his appointment as a non-executive Director of the Company. Under the service agreement, John Kenny receives a director’s fee of £30,000 per annum paid monthly in arrears. To the extent that John Kenny attends any Board committee meetings he shall be entitled to receive an additional fee of £1,000 per meeting. 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, John Kenny 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, John Kenny 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.

5.1.2 Leonard Reece (Chief Executive Officer)

Leonard Reece entered into a director’s service agreement with the Company dated 22 August 2012 in respect of his appointment as the Chief Executive Officer. Under the service agreement, Leonard Reece receives a salary of £200,000 per annum gross, inclusive of any director’s fees payable to him by the Company and an allowance of 10% of annual salary for car running expenses, medical insurance and life insurance, and is entitled to twenty-eight (28) working days’ paid holiday per annum. The Board may exercise its absolute discretion to pay Leonard 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. During his employment as an executive director, Leonard Reece shall owe a duty of fidelity and good faith to the Company and shall, *inter alia*, use his best endeavours to promote, extend and develop the business and interests of the Company and shall not, without the prior approval of Board or in limited circumstances relating to investments, be directly or indirectly engaged or concerned with any other business. The service agreement can be terminated by either party giving twelve (12) months written notice. Leonard 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. The director's service agreement dated 22 August 2012 provided for a 3 month probationary period with one (1) month's notice, which was completed on 22 December 2012, upon which Leonard Reece was appointed on a full time basis with twelve (12) months' notice as described above.

5.1.3 Scott Richardson Brown (Executive Finance Director)

Scott Richardson Brown entered into a director's service agreement with the Company dated 29 November 2010 in respect of his appointment as the Executive Finance Director. Under the service agreement, Scott Richardson Brown receives a salary of £184,100 per annum 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. 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. During his employment as an executive director, Scott Richardson Brown shall owe a duty of fidelity and good faith to the Company and shall, *inter alia*, use his best endeavours to promote, extend and develop the business and interests of the Company and shall not, without the prior approval of Board or in limited circumstances relating to investments, be directly or indirectly engaged or concerned with any other business. The service agreement can be terminated by either party giving six (6) months written notice. Scott Richardson Brown 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.

5.1.4 Clive Carver (Non-Executive Director)

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 Clive 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 Clive 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 Clive Carver in the proper performance of his duties, subject to the Company's guidelines. Under the terms of the agreement, Clive Carver shall (and Elk Associates LLP shall procure that he shall) carry out such duties as are consistent with his position as an officer of the Company including attendance at meetings of the Board and at the Annual General Meeting. The agreement is to continue until terminated by the Company or Elk Associates LLP party giving six (6) months written notice. Upon becoming Chairman of the Company following the General Meeting, the above arrangements will be varied so that the annual salary is £60,000 with no additional payments for extra days worked.

5.1.5 Cameron Davies (Non-Executive Director)

Cameron Davies entered into a director's service agreement with the Company dated 10 September 2010 in respect of his appointment as a non-executive Director of the Company. Under the service agreement, Cameron 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 authorisation of a member of the Board and the Company's guidelines. Under the service agreement, Cameron Davies 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 three (3) months written notice. In the event that there is a change of control of the Company, Cameron 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.

5.1.6 Nigel Moore (Non-Executive Director)

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.

5.1.7 Graham Cooper (Non-Executive Director)

Graham Cooper entered into a letter of appointment with the Company dated 1 February 2011 in respect of his appointment as a non-executive Director of the Company. Under the letter of appointment, Graham Cooper does not receive a director's fee. 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, Graham Cooper 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 three (3) months written notice. In the event that EnQuest PLC or its subsidiary companies' holding interest represents less than fifteen (15) per cent. of the share capital of Ascent, Ascent can demand Graham Cooper's resignation from the Board.

5.2 Amendment to Scott Richardson Brown's Service Agreement with the Company

Scott Richardson Brown entered into a compromise agreement with the Company dated 11 April 2013 which varies the terms of his director's service agreement with the Company referred to in paragraph 5.1.3 above (the "Compromise Agreement").

As described in paragraph 6 of Part 1 of this circular, Mr Richardson Brown's employment with the Company shall terminate at the conclusion of the General Meeting convened for 30 April 2013 (the "Termination Date").

The Company shall pay Mr Richardson Brown his salary up to the Termination Date in the usual way. The Company shall within 14 days of the Termination Date make a payment to Mr Richardson Brown of £92,500 in lieu of 6 months' notice pursuant to his employment contract and a payment of compensation for the termination of his employment of £46,025.

The parties have entered into the Compromise Agreement to record and implement the terms on which they have agreed to settle any claims which Mr Richardson Brown has or may have in connection with his employment or its termination or otherwise against the Company. The parties intend this agreement to be an effective waiver of any such claims and to satisfy the conditions relating to compromise agreements in the relevant legislation.

5.3 Other than as disclosed in paragraphs 5.1 and 5.2 above:

5.3.1 there are no service contracts between any of the Directors and the Company or any of its subsidiaries;

5.3.2 no Director is entitled to commission or profit sharing arrangements;

5.3.3 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 Circular; and

5.3.4 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.

6. Material changes

Save as disclosed in paragraphs 2 and 4 of Part Part I in this document and as publicly disclosed in announcement made by the Company via RIS including, *inter alia*, the announcement of 24 December 2012 entitled “convertible Loan Note Issue, appointment of Director and update on Strategic Review”, the announcement of 3 December 2012 entitled “Initiation of strategic Alternatives Process and Commencement of Offer Period” and the announcement of 9 October 2012 entitled “BNPP Credit Facility Update,” there has been no significant change in the financial and trading position of the Group since 30 June 2012, the date to which its most recent interim accounts have been drawn up.

7. Middle Market Quotations

The following table sets out the middle market quotations for an Ordinary Share, as derived from the Daily Official List of London Stock Exchange, for the first Business Day of each of the six months immediately preceding the date of this document and for 11 April 2013 (being the latest practicable date prior to the publication of this document):

Date	Price per Ordinary Share
1 November 2012	2.08p
3 December	1.25p
2 January 2013	0.90p
1 February 2013	1.00p
1 March 2013	1.18p
2 April 2013	1.1p
11 April 2013	1.05p

8. Material contracts

Save as disclosed in this paragraph 8, the Company 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 Subscription Agreement

Pursuant to a letter agreement between the Company and Henderson dated 23 December 2012, Henderson agreed to subscribe for 3,000,000 Convertible Loan Notes for £3 million and, subject to certain conditions which include the Company making the Open Offer to Shareholders, to subscribe for up to a further 2,500,000 Convertible Loan Notes for up to £2 million subject to clawback by Shareholders under the Open Offer.

The obligation for Henderson to subscribe for Convertible Loan Notes in the second tranche is 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 has 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 will subscribe for such number of Convertible Loan Notes as the principal amount of which is equal to such shortfall. The Company has agreed to pay Henderson an underwriting fee of two (2) per cent. of the aggregate amount of the Convertible Loan Notes payable in two tranches, on the first and second tranche subscriptions for the Convertible Loan Notes.

Pursuant to the terms of the Subscription Agreement, for as long as any 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.

The Subscription Agreement also requires that Leonard Reece and Scott Richardson Brown subscribe for Employee Loan Notes on the same terms as Convertible Loan Notes issued under the Subscription and Open Offer for the equivalent of 50% and 25% respectively of one year's annual post tax salary over a 24 month period, to be invested on a monthly basis commencing on 31 January 2013.

Since then Scott Richardson Brown decided to leave the Company to pursue other interests and step down from the Board at the conclusion of the General Meeting. Accordingly, all parties to the Subscription Agreement have agreed to waive this requirement. Details of the arrangements covering Leonard Reece are set out in paragraph 8.3 of this Part VII.

The Convertible Loan Note Instrument 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.

8.2 Convertible Loan Note Instrument

On 23 December 2012, the Company entered into a loan note instrument, pursuant to which the Convertible Loan Notes are constituted in accordance with the terms of the Subscription and Open Offer.

Interest is payable on any outstanding 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 Convertible Loan Note Instrument, the 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 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.

In the event that the Fundraising Resolutions are not passed by 31 May 2013 (the "**Longstop Date**") and the Longstop Date is not extended by Henderson, the Convertible Loan Notes that are not capable of conversion into Ordinary Shares pursuant to the Company's current authorities shall be treated as Phantom Shares and a finance fee equal to any value attributable to those shares (after deducting the face value of any Convertible Loan Notes redeemed for cash) shall be paid to Henderson by the Company on the 31 January 2015 or such earlier redemption date in accordance with the terms of the Convertible Loan Note Instrument.

Henderson shall be entitled to demand redemption of the Convertible Loan Notes then in issue in the event that the Company is in material breach of the Convertible Loan Note Instrument or the Subscription Agreement or in the event of a Change of Control. In addition, 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 Convertible Loan Notes will be redeemed by the Company on 31 January 2015.

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

The 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 Convertible Loan Notes.

8.3 **Salary Sacrifice**

Following the conclusion of the General Meeting, the Company will enter 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.

8.4 **Yorkville Loan Facility Agreement**

On 26 July 2012, the Company entered into a standby equity distribution backed loan agreement with Yorkville pursuant to which the Yorkville Loan Facility was made available to the Company.

Interest is payable on any outstanding amount drawn down under the Yorkville Loan Facility at nine (9) per cent. per annum. As at 31 December 2012 circa £1.9 million of the Yorkville Loan Facility was outstanding.

The Yorkville Loan Facility Agreement contains certain restrictions and obligations on the Company which include the entry by the Company into the Yorkville SEDA, the maintenance a minimum cash balance and an obligation to inform Yorkville in the event that there is a material adverse change to the assets, financial or trading position of the Company.

8.5 **Yorkville SEDA**

On 26 July 2012, the Company entered into a revised Yorkville SEDA with Yorkville pursuant to which a standby equity distribution agreement facility was made available to the Company which superceded the agreement entered into in November 2010.

The Yorkville SEDA secures the amounts drawn down under the Yorkville Loan Facility and provides the Company with a £10 million facility which (subject to certain limited restrictions) can be drawn down at any time during the period to 31 December 2015 commencing on 26 July 2012. The timing and value of any draw down under the Yorkville Loan Facility is at the sole discretion of the Company.

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

The shares issued by the Company will be at a 5% discount to the prevailing market price during the ten day pricing period of a drawdown. The Company may also set a minimum price for each drawdown. The maximum advance that may be requested is 400% of the average daily trading volume ("ADTV") of Ascent's shares multiplied by the volume weighted average price of such shares for each of the twenty trading days prior to the drawdown request. For advances of 200% to 300% of the ADTV the relevant period is reduced to fifteen days, and for up to 200% of the ADTV it is priced over ten days following delivery of a subscription notice (the "**Pricing Period**"). The Company may also specify in each subscription notice a minimum price (the "**Floor Price**") below which Ordinary Shares would not be issued to Yorkville. The Company will have the right to modify that Floor Price at any time with the consent of Yorkville during the relevant Pricing Period. The number of Ordinary Shares issued on each draw down may not exceed 3 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 20 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 Yorkville at Yorkville's discretion to increase the amount of draw down by up to the aggregate undrawn amount under the Yorkville Loan Facility.

The issuance of a subscription notice is conditional upon the satisfaction of certain subscription notice conditions (the “**Subscription Notice Conditions**”) which have been agreed between Yorkville 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 Yorkville may be required to subscribe under the relevant subscription notice.

8.6 **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 11th February 2013. The timing and value of any draw down under the Darwin SEDA is at the sole discretion of the Company.

The Company is under no obligation to make further any 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 (the “**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.

8.7 **EnQuest**

As part of the consideration for the acquisition of EnQuest’s interest in the Petisovci field, EnQuest were issued with a nil cost option over 29,680,000 Ordinary Shares. Should the Ascent share price not reach 10 pence by 20 December 2015, then Ascent will have to pay £2,968,000 to EnQuest in alternative contingent consideration.

8.8 **BNP Paribas Credit Agreement**

On 29 May 2012 the Company entered into a EUR15 million term loan facility with BNPP. The terms of the term loan facility shall, subject to the Company having obtained JV Consent and there being no event of default, enable the Company to draw down up to €15 million to fund the Petišovci field to production and to fund further developments on the Petišovci field by the Company. The BNPP Facility shall be cancelled and cease to be available on 29 May 2013.

8.9 Security granted in respect of the BNPP Facility

The Group has entered into the following agreements in favour of BNPP to secure the amounts drawn down by the Group under the BNPP Facility:

8.9.1 On 29 May 2012 Ascent Slovenia Limited entered into an English law governed assignment agreement for the benefit of BNPP pursuant to which is assigned by way of security its rights in certain contracts;

8.9.2 On 29 May 2012 Ascent Slovenia Limited entered into a Slovenian law bank account pledge agreement for the benefit of BNPP pursuant to which is granted security over certain bank accounts;

8.9.3 On 29 May 2012 Ascent Slovenia Limited entered into a Swiss law bank account pledge agreement for the benefit of BNPP pursuant to which is granted security over certain bank accounts; and

8.9.4 On 29 May 2012 the Company entered into a BVI law governed share pledge agreement for the benefit of BNPP pursuant to which is granted security over the shares held by it in Ascent Slovenia Limited.

8.10 Irrevocable Undertakings

8.10.1 As at the close of business on 11 April 2013 (being the last practicable date prior to the publication of this document), the following Directors had given irrevocable undertakings to Ascent and finnCap to vote in favour of the Resolutions:

<i>Name</i>	<i>Number of Ordinary Shares</i>	<i>Percentage of issued share capital of Ascent</i>
John Kenny	700,000	0.07
Leonard Reece	—	—
Scott Richardson Brown	200,000	0.02
Nigel Moore	119,500	0.01
Cameron Davies	150,000	0.01
Graham Cooper	—	—
Clive Carver	—	—
Total	1,169,500	0.11

8.10.2 Subject to 8.11.3 below, as at the close of business on 11 April 2013 (being the last practicable date prior to the publication of this document), Henderson had given irrevocable undertakings to Ascent and finnCap to vote in favour of the Resolutions in respect of the 151,601,970 Ordinary Shares they hold, representing 14.8 per cent. of the issued share capital of Ascent.

8.10.3 As detailed under paragraph 8 of Part II (letter from finnCap Limited), Henderson has agreed not to vote on Resolution 2 in the General Meeting (the Resolution to approve the Whitewash).

8.10.4 As at the close of business on 11 April 2013, Ascent and finnCap have therefore obtained irrevocable undertakings, in aggregate, to vote in favour of Resolutions (save for Resolution 2 of the General Meeting) over 152,771,470 Ordinary Shares (representing approximately 14.9 per cent. of the existing issued share capital of Ascent). As to Resolution 2 of the General Meeting, which Henderson has agreed not to vote, Ascent and finnCap have obtained irrevocable undertakings to vote in favour of this Resolution over 1,169,500 Ordinary Shares (representing approximately 0.11 per cent. of the existing issued share capital of Ascent).

8.11 Incentive Loan Notes

Leonard Reece and Clive Carver intend to invest £63,644 and £17,500 respectively in the subscription for Incentive Loan Notes.

The terms of the Incentive Loan Notes will be the same as that of the Convertible Loan Notes as described in paragraph 8.2 in this Part VII.

8.12 Incentive Scheme

8.12.1 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.

8.12.2 Material terms of the Incentive Scheme

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

The maximum number of Scheme Shares will be calculated as 10 per cent. of the aggregate value of the Fully Diluted Ordinary Shares above. The exercise price of the Options will be one penny per Scheme Share. For the purposes of this paragraph and paragraph 8.11.4, "Fully Diluted Ordinary Shares" shall mean the total number of Ordinary Shares in issue at the date of this document and the number of Ordinary Shares which would be issuable in order to satisfy the conversion rights under the Convertible Loan Notes in issue at the date of this document.

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% of the issued share capital of the Company in any ten year rolling period.

8.12.3 Eligible persons

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

8.12.4 Pool allocation¹

The number of the Scheme Shares granted to the Participants shall initially be as follows:

Clive Carver 26,568,871, representing 1.25% of the Fully Diluted Ordinary Shares

Leonard Reece 69,079,066, representing 3.25% of the Fully Diluted Ordinary Shares

Others 10,627,549, representing 0.5% of the Fully Diluted Ordinary Shares

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

8.12.5 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.

8.12.6 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.

For a Good Leaver, all the Scheme Shares would fully vest and 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 Management Incentive Scheme will not be affected if a director retires by rotation or fails to be re-elected as a director.

The terms "Good Leaver", "Bad Leaver" and "Intermediate Leaver" are defined on pages 4, 5 and 6.

¹ 50 per cent. of the Pool is to be held back for potential senior new hires.

9. General

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.

FirstEnergy Capital LLP 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.

No agreement, arrangement or understanding (including any compensation arrangement) exists between Henderson or any person acting in concert with it 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 agreement, arrangement or understanding exists whereby the Ordinary Shares held by Henderson will be transferred to any other party.

The Directors' intentions regarding the continuance of the Company's business and its intentions regarding the continued employment of its employees and those of its subsidiaries will not be altered on any conversion of Convertible Loan Notes. The Directors have confirmed that there will be no change in the Company's corporate strategy or in its dividend policy following any conversion of Convertible Loan Notes.

As at the close of business on 11 April 2013 (being the latest practicable date prior to the publication of this document), finnCap held 6,069,444 Ordinary Shares and a warrant to purchase 1,500,000 shares at 7 pence per share which expires on 17 March 2014.

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 One America Square, Crosswall, London, EC3N 2SG or between 9.00 a.m. and 5.30 p.m. (London time) Monday to Friday 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 display

Copies of the following documents will be made available on display at the offices of the Company, One America Square, Crosswall, London, EC3N 2SG, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) and 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 and at the place of meeting for 15 minutes prior to the meeting and during the meeting:

- (a) the Memorandum and Articles of Association of the Company;
- (b) the Memorandum and Articles of Association of Henderson;
- (c) the audited consolidated accounts of the Company for the years ended 31 December 2011 and 31 December 2010 and 31 December 2009;
- (d) the unaudited interim results of the Company for the six months ended 30 June 2012;
- (e) the consent letter from finnCap referred to in paragraph 9 above;
- (f) the irrevocable undertakings referred to in paragraph 8.9 above;
- (g) a copy of this document together with the Notice ; and
- (h) Material contracts related to the transaction.

NOTICE OF GENERAL MEETING

Ascent Resources plc

(Incorporated in England and Wales under the Companies Act 1985 with registered number 05239285)

Notice is hereby given that a general meeting (the "Meeting") of Ascent Resources plc will be held at the offices of finnCap Limited, 60 New Broad Street, London, EC2M 1JJ on 30 April 2013 at 9.30 a.m. for the purpose of considering and, if thought fit, passing the following resolutions:

1. To consider, and if through fit, to pass the following Resolution as a Special Resolution:

THAT

- (a) the Directors be and are hereby generally and unconditionally authorised pursuant to section 551 of the Companies Act 2006 (the "**Act**"), in substitution for all previous powers granted to them, to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company (all of which transactions are hereafter referred to as an "allotment of relevant securities") up to an aggregate nominal amount of £1.1 million provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the conclusion of the Annual General Meeting of the Company to be held in 2013, save that the Company may, before such expiry, make offers or agreements which would or might require the allotment of relevant securities after such expiry, revocation or variation and the Directors may allot relevant securities in pursuance of any such offer or agreement as if the authority hereby conferred had not expired or been revoked or varied; and
- (b) the Directors be and they are hereby empowered pursuant to section 570 of the Act, in substitution for all previous unexercised powers granted to them, to allot equity securities as if section 561(1) of the Act did not apply, to allot equity securities (as defined by section 560 of the Act) pursuant to the authority conferred by paragraph (a), as if section 561(1) of the Act did not apply to any such allotment, provided that this power shall be limited to: the allotment of equity securities pursuant to the Fundraising (as defined in the circular of the Company of which this notice forms part (the "**Circular**")); provided that such power shall, unless renewed, varied or revoked by the Company, expire on the conclusion of the Annual General Meeting of the Company to be held in 2013, save that the Company may, before such expiry, make offers or agreements which would or might require the allotment of equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power hereby conferred has expired.

2. To consider, and if through fit, to pass the following Resolution as an Ordinary Resolution:

THAT, conditional on the passing of Resolution 2, the waiver granted by the UK Panel on Takeovers and Mergers of the obligation that would otherwise arise for any member of Henderson (as defined in the Circular) 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 following the exercise of conversion rights attaching to the Convertible Loan Notes issued pursuant to the Subscription, be and is hereby approved (and for the purposes of this resolution capitalised terms shall have the meaning ascribed to them in the Circular).

3. To consider, and if thought fit, to pass the following Resolution as a Special Resolution:

THAT

- (a) the Directors be and are hereby generally and unconditionally authorised pursuant to section 551 of the Companies Act 2006 (the "**Act**"), in substitution for all previous powers granted to them other than the power granted pursuant to Resolution 1, to allot relevant securities up to an aggregate nominal amount of £550,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the conclusion of the Annual General Meeting of the Company to be held in 2013, save that the Company may, before such expiry, make offers or agreements which would or might require the allotment of relevant securities after such expiry, revocation or variation and the Directors may allot relevant securities in pursuance of any such offer or agreement as if the authority hereby conferred had not expired or been revoked or varied; and

(b) the Directors be and they are hereby empowered pursuant to section 570 of the Act, in substitution for all previous unexercised powers granted them other than the power granted pursuant to Resolution 1, to allot equity securities (as defined by section 560 of the Act) pursuant to the authority conferred by paragraph (a), as if section 561(1) of the Act did not apply to any such allotment, provided that this power shall be limited to:

(i) the allotment of equity securities in connection with an issue in favour of shareholders where the equity securities respectively attributable to the interests of such shareholders are proportionate (or as nearly as may be practicable) to the respective number of ordinary shares in the capital of the Company held by them on the record date for such allotment, but subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of, any recognised regulatory body or any stock exchange; and

(ii) the allotment (otherwise than pursuant to sub-paragraph (i) above) of further equity securities up to an aggregate nominal amount of £250,000,

provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the conclusion of the Annual General Meeting of the Company to be held in 2013, save that the Company may, before such expiry, make offers or agreements which would or might require the allotment of relevant securities after such expiry, revocation or variation and the Directors may allot relevant securities in pursuance of any such offer or agreement as if the authority hereby conferred had not expired or been revoked or varied.

If you are a registered holder of ordinary shares of 0.1p each in the capital of the Company, whether or not you are able to attend the Meeting, you may use the enclosed form of proxy to appoint one or more persons to attend and vote on a poll on your behalf. A proxy need not be a member of the Company.

A form of proxy is provided.

This may be sent by mail using the reply paid card to:

By post:
Computershare
Corporate Actions Projects
Bristol
BS99 6AH

By hand (during normal Business Hours only):
Computershare Investor Services PLC
The Pavilions
Bridgwater Road
Bristol
BS13 8AE

In either case, the signed proxy must be received no later than 48 hours (excluding non-business days) before the time of the meeting, or any adjournment thereof.

Registered Office:
One America Square
Crosswall
London
EC3N 2SG

By order of the Board
J M Bottomley
Company Secretary

11 April 2013

Registered in England and Wales Number: 05239285

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 48 hours before the proposed time of the Meeting shall be entitled to attend and vote at the 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 Meeting and you should have received a proxy form with this notice of 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 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 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 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, Corporate Actions Projects, Bristol BS99 6AH or delivered by hand during normal business hours only to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY ; 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 , Corporate Actions Projects, Bristol BS99 6AH or by facsimile transmission to 0870 703 6076. 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 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 Meeting and voting in person. If you have appointed a proxy and attend the 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 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 of association and the relevant provision of the Companies Act 2006.

8. Issued shares and total voting rights

As at 11 April (being the last practicable date prior to the publication of this document), the Company's issued share capital comprised 1,025,509,722 ordinary shares of 0.1p each. Each ordinary share carries the right to one vote at a general meeting of the Company and, therefore, the total number of voting rights in the Company as at 11 April 2013 is 1,025,509,722.

9. Communications with the Company

Except as provided above, members who have general queries about the Meeting should telephone the Company on 020 7251 4905 (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 proxy form), to communicate with the Company for any purposes other than those expressly stated.

