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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION AS DEFINED IN ARTICLE 7 OF THE MARKET ABUSE REGULATION EU NO. 596/2014, AS RETAINED AND APPLICABLE IN THE UK PURSUANT TO S3 OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018, UPON THE PUBLICATION OF THIS ANNOUNCEMENT, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN.

Chariot Oil & Gas Limited
 (“Chariot”, the “Company” or the “Group”)

24 May 2021

Proposed Placing, Subscription and Open Offer to raise up to approximately US\$23 million (£16.3 million)

Chariot (AIM: CHAR), the African focused transitional energy group, is pleased to announce its intention to undertake a fundraising of up to approximately US\$23 million (£16.3 million) before expenses by way of conditional placing (the “**Placing**”), direct subscription (the “**Subscription**”) and open offer (the “**Open Offer**”) for in aggregate up to an estimated 297,000,000 new Ordinary Shares at an issue price of 5.5 pence per share (the “**Issue Price**”) (the Placing, Subscription and Open Offer together the “**Fundraising**”).

The Placing will be effected by way of an accelerated bookbuild (“**Bookbuild**” or “**ABB**”) at the Issue Price which will be launched immediately following this Announcement. The timing of the closing of the Bookbuild and the allocations are at the absolute discretion of the Joint Bookrunners and the Company. The results of the Placing and Subscription will be announced as soon as practicable after the close of the Bookbuild.

As part of the Fundraising, the Company proposes to raise up to US\$5 million (£3.5 million) by the issue of new Ordinary Shares pursuant to an Open Offer to Qualifying Shareholders at the Issue Price.

Magna Capital LDA (of which Adonis Pouroulis is a substantial shareholder) has conditionally agreed to underwrite up to US\$7.85 million (£5.57 million) of the Fundraising by subscribing, in two tranches on or before 31 January and 28 February 2022, for new Ordinary Shares at the Issue Price (the “**Underwriting Commitment**”). Mr. Pouroulis has personally sub-underwritten the Underwriting Commitment. The Underwriting Commitment is transferable at Magna’s sole discretion and shall reduce in equal proportion to any funds received separately by the Company from the Open Offer, a farm-in or a fundraise.

The New Ordinary Shares issued pursuant to the Fundraising will be issued as fully paid and will rank *pari passu* in all respects with each other and with the Existing Ordinary Shares from their admission to trading on AIM.

The Placing is subject to the terms and conditions set out in Appendix 2 to this Announcement. Capitalised terms have the meaning set out in Appendix 3 to this Announcement.

Highlights:

- Fundraising to raise gross proceeds of up to approximately US\$23 million (£16.3 million);
- Open Offer on the basis of 1 Open Offer Share for every 6 Existing Ordinary Shares held¹;
- As part of the Subscription, certain Directors of the Company intend to subscribe for New Ordinary Shares for approximately US\$3.4 million (£2.4 million), of which Adonis Pouroulis intends to subscribe for approximately US\$3.2 million (£2.3 million);
- Additionally, Adonis Pouroulis, through Magna (an entity of which he is a substantial shareholder), has conditionally agreed to underwrite up to US\$7.85 million (£5.57 million) of the Fundraising by subscribing, in two tranches on or before 31 January and 28 February 2022, for new Ordinary Shares at the Issue Price. Mr. Pouroulis has personally sub-underwritten Magna's underwriting commitment;
- The net proceeds of the Fundraise will be used to:
 - Drill an appraisal well at Anchois Gas Development offshore Morocco to confirm the discovery;
 - Progress work programme on the acreage surrounding the Anchois gas discovery for future development;
 - Integrate transitional power team and existing project, fund near-term power project; and
 - General working capital purposes.
- The Anchois gas development's 2C base case resource has an NPV10 of approx. US\$500 million with an IRR in excess of 30% yielding expected annual revenues of up to US\$200 million;
- The Company anticipates that appraisal drilling at the Anchois gas discovery will commence in Q4 2021;
- The Fundraising is subject to approval by Shareholders at the General Meeting of the Fundraise Resolutions;
- Following the close of the Bookbuild, the Company expects to send the Circular, containing a notice of General Meeting, on or about 28 May 2021. Full details of the Open Offer, a proxy form and (where applicable) an Open Offer application form will also be included within, or sent with, the Circular; and
- Chariot is also pleased to announce the appointment of Peel Hunt as joint broker with immediate effect, alongside finnCap. finnCap remains the Company's Nominated Adviser.

¹ In the event that the rate of British Pounds Sterling to United States Dollars fluctuates significantly before the date of the Circular, the number of Open Offer Shares issued may change.

The Placing is conditional on admission of the Placing Shares to trading on AIM becoming effective, the Placing and Open Offer Agreement not being terminated in accordance with its terms and the passing of the Fundraise Resolutions by Shareholders at the General Meeting.

The Subscription is conditional on admission of the Placing Shares and the Subscription Shares to trading on AIM becoming effective, the Placing and Open Offer Agreement not being terminated in accordance with its terms and the passing of the Fundraise Resolutions by Shareholders at the General Meeting.

The Open Offer is conditional on admission of the Open Offer Shares to trading on AIM becoming effective, the Placing and Subscription having become unconditional and the passing of the Fundraise Resolutions by Shareholders at the General Meeting.

Assuming the Fundraising is allocated in full, the New Ordinary Shares will represent up to approximately 76.5 per cent. of the Company's issued share capital currently in issue. The Issue Price of 5.5 pence per New Ordinary Share represents a discount of approximately 29.58 per cent. to the closing mid-market price of 7.81 pence per Ordinary Share on 21 May 2021, being the last practicable date preceding the date of this Announcement.

Commenting on the Fundraising, Adonis Pouroulis, Acting CEO of Chariot, said:

“Since the new team took over the management of Chariot in July 2020, we have achieved a number of important milestones. In Morocco, we have announced a significant resource upgrade at Anchois, enhanced the development credentials of the project through work with Subsea Integration Alliance, progressed development debt finance with two highly regarded institutional lenders, accelerated the marketing of gas with Moroccan partners and institutions and negotiated the terms of a new licence, providing even more upside to the core development. Most recently we have announced the acquisition of AEMP, a renewable and hybrid energy business which is a deal that propels Chariot to the forefront of Africa’s renewables market within the mining sector. Through this acquisition we have brought in Total Eren as a strategic partner in Africa. All of these events have been value accretive for the business and demonstrate the growth trajectory we are targeting.

However, all of this has been achieved on a tightly controlled budget. This announced fundraising will give us the capital required to turbocharge our growth ambitions and capitalise on the high value opportunities we see in front of us in both our transitional gas and transitional power businesses. At Anchois, with the proceeds of the fundraise we intend to further progress the commerciality of the licence by drilling an appraisal well. We firmly believe that Anchois ticks a number of boxes when it comes to key investment criteria, such as low project risk, robust potential returns and strong ESG credentials. We are excited to commence with the drilling of an appraisal well as fast as practically possible.

Our entry into the African renewables market is also exciting. We are very pleased to be working with our partner Total Eren, one of the world’s largest players in the renewable energy space, and part of the proceeds from this raise will enable us not only to integrate the AEMP team into Chariot, but also help fund the combined Group’s next power project with Total Eren and further progress the strong pipeline in excess of 500MW.

As ever, the Board are firmly aligned with shareholders and the Directors of Chariot are expected to subscribe for a material amount of the Fundraise. This reinforces not only the Board's belief in the Chariot story, but also its commitment to ensuring that Chariot achieves the growth targets it sets out."

A timetable of principal events is set out in Appendix 1.

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About Chariot

Chariot is an African focused transitional energy group. Its current business stream, Chariot Transitional Gas, is a high value, low risk gas development project with strong ESG credentials in a fast-growing emerging economy with a clear route to early monetisation, delivery of free cashflow and material exploration upside.

On completion of the acquisition of AEMP, Chariot will have a second business stream, known as Chariot Transitional Power, looking to transform the energy market for mining operations in Africa, providing a giant largely untapped market with cleaner, sustainable, and more reliable power.

The ordinary shares of Chariot Oil & Gas Limited are admitted to trading on the AIM Market of the London Stock Exchange under the symbol 'CHAR'. Subject to approval by Shareholders, the Company intends to change its name from Chariot Oil & Gas Limited to Chariot Limited.

IMPORTANT NOTICES

This Announcement contains forward-looking statements. These statements relate to the Group's future prospects, developments and business strategies. Forward-looking statements are identified by their use of terms and phrases such as "potential", "estimate", "expect", "may", "will" or the negative of such terms and phrases, variations or comparable expressions, including references to

assumptions. The forward-looking statements in this Announcement are based on current expectations and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements. These forward-looking statements speak only as at the date of this Announcement. No statement in this Announcement is intended to constitute a profit forecast or profit estimate for any period. Neither the Directors nor the Company undertake any obligation to update forward-looking statements other than as required by the AIM Rules or by the rules of any other securities regulatory authority, whether as a result of new information, future events or otherwise.

No offer document or prospectus has been, or will be, delivered to the Financial Conduct Authority in relation to the Fundraising.

THIS ANNOUNCEMENT, INCLUDING THE INFORMATION CONTAINED HEREIN, IS FOR INFORMATION PURPOSES ONLY, IS NOT INTENDED TO AND DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO PURCHASE OR SUBSCRIBE FOR, UNDERWRITE, SELL OR ISSUE OR THE SOLICITATION OF AN OFFER TO PURCHASE OR SUBSCRIBE, SELL, ACQUIRE, DISPOSE OF THE NEW ORDINARY SHARES OR ANY OTHER SECURITY IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA, THE UNITED STATES OF AMERICA (OR TO ANY U.S. PERSON), CANADA, AUSTRALIA, NEW ZEALAND, THE REPUBLIC OF SOUTH AFRICA OR JAPAN OR IN ANY JURISDICTION IN WHICH, OR TO ANY PERSONS TO WHOM, SUCH OFFERING, SOLICITATION OR SALE WOULD BE UNLAWFUL.

Peel Hunt and finnCap, both of whom are authorised and regulated in the United Kingdom by the FCA, are acting exclusively for the Company as the Joint Bookrunners for the purposes of the Fundraising and are not acting for any other persons in relation to it and accordingly will not be responsible to anyone else in relation to the matters described in this Announcement. Apart from the responsibilities and liabilities, if any, which may be imposed on the Joint Bookrunners by the FSMA or the regulatory regime established under it, the Joint Bookrunners do not accept any responsibility whatsoever for the contents, completeness or accuracy of this Announcement, and no representation or warranty, express or implied, is made by the Joint Bookrunners with respect to the accuracy or completeness of this Announcement, or any part of it.

finnCap's responsibilities as the Company's nominated adviser under the AIM Rules for Companies and the AIM Rules for Nominated Advisers will be owed solely to London Stock Exchange and not to the Company, the Directors or to any other person in respect of such person's decision to subscribe for or acquire any of the New Ordinary Shares.

The price of the Ordinary Shares may go down as well as up and investors may not get back the full amount invested on disposal of the Ordinary Shares.

Market soundings, as defined in MAR, were taken in respect of the Placing, with the result that certain persons became aware of inside information, as permitted by MAR. That inside information is set out in this announcement and has been disclosed as soon as possible in accordance with paragraph 7 of article 17 of MAR. Therefore, those persons that received inside information in a market sounding are no longer in possession of inside information relating to the Company and its securities.

The Company prepares its financial statements in US dollars and therefore certain figures relating to the Fundraising have been expressed in US dollars. Where appropriate, these figures have been converted into pounds sterling for information purposes only using the following exchange rate:

Pounds sterling to US dollars - 1.41

Details of the Placing

The Bookbuild process for the Placing will open with immediate effect. The Placing is subject to the terms and conditions set out in Appendix 2 (which forms part of this announcement). The timing of the closing of the Bookbuild is at the discretion of the Joint Bookrunners. The Joint Bookrunners and the Company reserve the right to increase the amount to be raised pursuant to the Placing, in their absolute discretion. The closing of the Bookbuild and the final number of shares to be issued pursuant to the Placing will be announced as soon as practicable after the close of the Bookbuild.

The Placing Shares will, when issued, be credited as fully paid and will rank *pari passu* in all respects with the existing issued Ordinary Shares in the capital of the Company, including the right to receive all dividends and other distributions (if any) declared, made or paid on or in respect of the Ordinary Shares after the date of issue of the Placing Shares.

The Placing is subject to the conditions and termination rights set out in the Placing and Open Offer Agreement between the Company and the Joint Bookrunners. Further details of the Placing and Open Offer Agreement can be found in the terms and conditions of the Placing contained in Appendix 2 to this announcement. Although the Placing is not being underwritten by the Joint Bookrunners, the Fundraise is being conditionally underwritten up to US\$7.85 million (£5.57 million) by Magna, details of which underwriting are set out below.

The Placing is conditional on admission of the Placing Shares to trading on AIM becoming effective, the Placing and Open Offer Agreement not being terminated in accordance with its terms and the passing of the Fundraise Resolutions by Shareholders at the General Meeting.

On Admission, the Company intends to issue new Ordinary Shares in settlement of certain fees due to third parties incurred in connection with the Fundraising.

Details of the Subscription

Adonis Pouroulis, George Canjar, Julian Maurice-Williams, Duncan Wallace, Chris Zeal and Andrew Hockey (the “**Participating Directors**”) have indicated their intention to invest approximately US\$3.4 million (£2.4 million) in aggregate for 43,593,220 New Ordinary Shares pursuant to the Subscription at the Issue Price. In accordance with the Company's Non-Executive Directors' Restricted Share Unit Plan, George Canjar, Chris Zeal and Andrew Hockey would receive a matching share award in the event that they subscribe for New Ordinary Shares which would vest in equal instalments over the three years following completion of the Subscription.

As well as the Directors listed above, certain other investors have indicated their intention to subscribe for New Ordinary Shares pursuant to the Subscription at the Issue Price. The Subscription is conditional on admission of the Placing Shares and the Subscription Shares to trading on AIM becoming effective, the Placing and Open Offer Agreement not being terminated in accordance with its terms and the passing of the Fundraise Resolutions by shareholders at the General Meeting. Any Subscription will be announced with the closing of the Bookbuild.

Details of the Open Offer

Subject to the successful closing of the Bookbuild, the Company is further proposing to raise up to approximately \$5 million (£3.5 million) before expenses by the issue of up to 64,727,991 Open Offer Shares at the Issue Price, payable in full on acceptance. Any entitlements to Open Offer Shares not subscribed for by Qualifying Shareholders will be available to Qualifying Shareholders under the Excess Application Facility. The balance of any Open Offer Shares not subscribed for under the Excess Application Facility will not be available to the Placees under the Placing.

Qualifying Shareholders should note that the Open Offer is not a rights issue and therefore the Open Offer Shares which Qualifying Shareholders do not apply for will not be sold in the market for the benefit of Qualifying Shareholders who do not apply for Open Offer Shares. The Open Offer application form is not a document of title and cannot be traded or otherwise transferred.

Qualifying Shareholders may apply for Open Offer Shares under the Open Offer at the Issue Price pro rata to their holdings of Ordinary Shares on the Record Date on the basis of:

1 Open Offer Share for every 6 Existing Ordinary Shares held

Subject to availability, the Excess Application Facility enables Qualifying Shareholders to apply for Excess Shares up to the maximum number of Open Offer Shares available less their Open Offer Entitlement, subject to availability.

Applicants can apply for less or more than their entitlements under the Open Offer, but the Company cannot guarantee that any application for Excess Shares under the Excess Application Facility will be satisfied, as this will depend, in part, on the extent to which other Qualifying Shareholders apply for less than or more than their own Open Offer Entitlements. The Open Offer is conditional on admission of the Open Offer Shares to trading on AIM becoming effective, the Placing and Subscription having become unconditional and the passing of the Fundraise Resolutions by Shareholders at the General Meeting.

Overseas Shareholders

The Open Offer Shares have not been and are not intended to be registered or qualified for sale in any jurisdiction other than the United Kingdom. Accordingly, unless otherwise determined by the Company and effected by the Company in a lawful manner, the Open Offer application form will not be sent to Shareholders with registered addresses in any jurisdiction other than the United Kingdom since to do so would require compliance with the relevant securities laws of that jurisdiction. The Company reserves the right to treat as invalid any application or purported application for Open Offer Shares which appears to the Company or its agents or professional advisers to have been executed, effected or dispatched in a manner which may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents or professional advisers believe that the same may violate applicable legal or regulatory requirements or if it provides an address for delivery of share certificates for Open Offer Shares, or in the case of a credit of Open Offer Shares in CREST, to a CREST member whose registered address would be, not in the UK.

The Open Offer Shares are being offered only outside the United States, and not to or for the account or benefit of any U.S. Person, in reliance on Regulation S under the United States Securities Act of

1933, as amended. The offer and sale of the Open Offer Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, accordingly, the Open Offer Shares may not be offered or sold, re-sold, taken up, pledged, transferred, delivered or distributed, directly or indirectly, within the United States, or to or for the account or benefit of any U.S. Person, except in compliance with an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States.

Notwithstanding the foregoing and any other provision of the Circular or the Open Offer application form, the Company reserves the right to permit any Qualifying Shareholder to apply for Open Offer Shares if the Company, in its sole and absolute discretion, is satisfied that the transaction in question is exempt from, or not subject to, the legislation or regulations giving rise to the restrictions in question.

If a Qualifying Shareholder does not wish to apply for Open Offer Shares, he should not complete or return the Open Offer application form or send a USE message through CREST. In addition to dilution as a result of the Placing and Subscription and any other Ordinary Shares issued in connection with the Placing or Subscription, Shareholders who do not take up their full entitlement of Open Offer Shares may be diluted as a result of the Open Offer.

Related party transaction

Magna (of which Adonis Pouroulis is a substantial shareholder) has conditionally agreed to underwrite up to US\$7.85 million (£5.57 million) of the Fundraising by subscribing, in two tranches on or before 31 January and 28 February 2022, for new Ordinary Shares at the Issue Price. Mr. Pouroulis has personally sub-underwritten the Underwriting Commitment. Any such new Ordinary Shares will only be issued pursuant to the Underwriting Commitment once the proceeds are received. The Underwriting Commitment is transferable at Magna's sole discretion and shall reduce in equal proportion to any funds received separately by the Company from the Open Offer, a farm-in or a fundraise. In consideration for providing the Underwriting Commitment, Magna will receive underwriting fees of US\$78,500, as well as a 5% fee on the remaining Underwriting Commitment following completion of the Open Offer, paid on Admission in new Ordinary Shares at the Issue Price.

The Underwriting Commitment constitutes a related party transaction for the purposes of Rule 13 of the AIM Rules for Companies. Accordingly, Robert Sinclair, who is not participating in the Fundraising and is therefore considered to be an independent Director for these purposes, considers, having consulted with finnCap, that the terms of the related party transaction are fair and reasonable insofar as the Shareholders are concerned.

Background to and Reasons for the Fundraising

Chariot is an African focused transitional energy group with two high-value business streams: the existing transitional gas stream containing the Anchois Gas Development with 2C contingent resources of 361 Bcf and the new transitional power stream which, following a recently announced acquisition, now includes the AEMP business with its 10% stake in the Essakane solar project of 15MW in Burkina Faso and its pipeline of renewable and hybrid energy projects of more than 500MW across the African continent.

The addition of Lixus to the Group's portfolio in 2019 marked a change in Company strategy from high-risk pure exploration to lower-risk appraisal and development of discovered gas resources. In July 2020, a new executive team was appointed to further develop this strategy and enhance it with new

values, mission and energy to create growth and deliver positive change through investment in projects that are driving the energy revolution.

The AEMP acquisition provides Chariot with the opportunity to introduce its network of business interests on the African continent to an established team and pipeline of projects in partnership with Total Eren. The Board believes Chariot is well-positioned to offer clean and sustainable energy to the continent of Africa, the population of which is expected to grow from one billion to approximately two billion people during the course of the next 20 years.

Chariot Transitional Gas and Chariot Transitional Power have been brought together under one umbrella as both are infrastructure developers in the energy transition space targeting a market with substantial growth potential. Both businesses feed into each other and underline the Group's key value of having a positive impact. The Group will only undertake projects that have a positive impact on the environment, the countries and the communities in which it operates.

The Board believes that, as a result of the current availability of reasonably inexpensive rigs, the Group has an opportunity to progress the development of Anchois at a relatively low cost. The Group is in the process of assembling key members of the same team that executed the 2018 drilling campaign on time and within budget. The Board believes that the next step in the project is to drill an appraisal well which will have three distinct objectives: (1) to reconfirm the original discovery volumes, reservoir quality and well productivity required to progress the development of the project; (2) to provide an optimised producer well location to be suspended for future use; and (3) to drill the additional prospective sands and, potentially, establish a larger resource base for longer term growth.

Transitional Gas: Appraisal to Unlock the Anchois Gas Development

Interest in Lixus

Chariot, through its wholly-owned subsidiary, Chariot Morocco, has a 75% interest and operatorship of Lixus, in partnership with ONHYM which holds a 25% interest. In addition, as announced in December 2020, the Group is in the process of applying for a licence over Rissana in Morocco, with formal award of the licence anticipated in 2021.

Chariot Transitional Gas is primarily focused on the Anchois Gas Development, for which the initial discovery well was drilled in 2009. The Board saw an opportunity for a gas development that would provide a domestic source of gas to a growing economy on the doorstep of Europe and, since the licence award in 2019, has taken steps to further de-risk the project from the subsurface through to the gas market, the construction phase and project financing.

Moroccan gas market

The Board believes Morocco provides excellent fiscal terms for domestic projects, including a 10-year corporate tax holiday from the start of production. Although Morocco has a large and growing energy market, it is heavily reliant on imports, and has high established gas prices. Domestic gas therefore has an important role to play as Morocco seeks to transition away from its dependency on imported fuels and promote self-sufficiency. As gas is a cleaner source of energy than coal, which is used for 67% of Morocco's power generation, a heavier reliance on gas as an energy source will help to reduce Morocco's carbon footprint. Anchois has the potential to play a significant role in Morocco's transition to a low carbon economy as it seeks to satisfy an anticipated doubling in domestic energy demand over the next 20 years.

In the event that the Company enters into domestic gas sales agreements in Morocco with surplus gas exported to Spain, the Board estimates that a base case development with a 70 mmscf/d plateau

production rate from the 2C 361 Bcf contingent resource would deliver NPV10 of US\$500 million and an unlevered internal investment rate in excess of 30%.

To expedite efforts to secure gas sales agreements and progress the Anchois project, the broad skillset of the Group's leadership team was strengthened by the appointment of Pierre Raillard as Moroccan Country Director. The recently signed Gas Market Memorandum of Understanding with the Ministry of Industry in Morocco has demonstrated the support of key national institutions and partners for the project, demonstrating the strong relationships that the Company continues to build upon.

Geology

The Anchois 1 discovery well intersects two gas bearing sands, A and B, which have a total of 55m of net pay in Miocene sandstone reservoirs. The reservoir has high porosity and permeability, with gas comprising 97% methane, and its producer wells are expected to flow at high rates. There are also prospective gas targets in the C, M & O sand reservoirs which were not drilled by the original well, but which have the same seismic attributes to the proven A & B gas sands on recently reprocessed 3D data and so are regarded as low risk additional resource. Using the large quantity of legacy 3D seismic data on the block, in addition to the data from 4 offset wells, the subsurface team commissioned a reprocessing study using the latest modern technology which resulted in significant improvements in both image quality and in depth control. This led to a resource upgrade, as announced in September 2020, of audited total remaining recoverable resource to in excess of 1 Tcf for Anchois, comprising 361 Bcf 2C contingent resources and 690 Bcf prospective resources in the deeper prospective gas targets.

Development

These promising subsurface attributes mean that Anchois is a simple and standard development which has many global analogues. The development plan from a pre-FEED study consists of two initial subsea wells tied into a subsea manifold with a 40km offshore flowline connected to an onshore gas processing facility, from which a short 40km pipeline connects to the trunk pipeline to Europe allowing access not only to the growing Moroccan energy market but also to the European gas market. Development costs following a FID are estimated to be approximately US\$300 million. In February 2021, a collaboration agreement was signed with Subsea Integration Alliance, a developer of offshore gas projects, to progress the front-end design, engineering, procurement, construction, installation and operation of the Anchois Gas Development.

While the Group is focussed on the first step at Anchois (2C+2U 1 Tcf), the Lixus block contains material upside in the Anchois satellite prospects and other Lixus prospects of around 2 Tcf to make a combined audited best estimate total remaining recoverable resources of approximately 3 Tcf. The team has identified further prospects and leads in Lixus totalling >1 Tcf which are as yet unaudited, and the Rissana licence, if awarded, would represent untapped acreage surrounding the Anchois discovery.

Financing and future strategy

In October 2020, Expression of Interest Letters to debt finance the development were received from the African Finance Corporation, a pan-African multilateral development financial institution with over US\$6 billion in assets, and a major multinational investment bank, which is a leading provider of finance in the energy sector. Following drilling of the appraisal well at Lixus, the Group intends to continue to seek strategic partners, potentially with Moroccan parties.

Chariot Transitional Gas already has a material foundation at Anchois and long-term growth potential through infrastructure-led exploration from the existing portfolio. The Group will also continue to assess other opportunities in transitional gas and investigate whether synergies can be found with other transitional energy projects.

Transitional Power: Investment into New Renewable and Hybrid Power Developer

AEMP acquisition

On 23 March 2021, Chariot announced the acquisition of AEMP, a renewable and hybrid energy project developer with an ongoing strategic partnership with Total Eren, a leading player in renewable energy. Total S.A., the French multinational energy company, has a direct and indirect shareholding of approximately 30% in Total Eren. AEMP and Total Eren (the “Partners”) are initially looking to provide clean, sustainable, and more reliable energy to operational mines in Africa, which represents a largely untapped market in which the Board has a number of high-level contacts.

Strategic partnership with Total Eren

Under the joint venture with Total Eren, Chariot has the right to invest in up to 15% project equity at cost in projects developed by the Partners and the Group currently recovers its overhead costs as part of the partnership, providing an immediate post-acquisition revenue stream to finance ongoing costs. To date, the Partners have built a pipeline of 500MW of African mining power projects and the Group will seek to grow and deploy more projects into this pipeline, going beyond mining into other industries, state-owned enterprises and governments across Africa.

Essakane Project

The Partner’s first project, supplying 15MW of solar PV power as part of a hybrid solar-thermal power solution to the Essakane gold mine in Burkina Faso, was at the time of completion the largest hybrid PV-HFO power plant in the world and one of the largest solar facilities in sub-Saharan Africa. The AEMP team was involved in all stages of the project from origination of the mine, including: designing the size and determining the operating philosophy of the hybrid power plant; obtaining local authorisations and permits; selection of the engineering, procurement and construction contractor; financing; and, operating post-completion. The project’s successful completion and generation of returns provide proof of concept from which replication and scale-up is anticipated.

Management team

The experienced team of Benoit Garrivier and Laurent Coche, the founders of AEMP, will join Chariot to lead the transitional power business. The Board welcomes both Benoit and Laurent into Chariot’s innovative and dynamic management team and look forward to working with Total Eren in partnership to deliver highly attractive projects in an exciting growth market, providing clean energy solutions across the continent of Africa.

Use of Proceeds

The Company is proposing to use the net proceeds of the Fundraising as follows:

Drill an Appraisal Well at the Anchois Gas discovery and conduct a 2D seismic survey over the Rissana Licence	US\$21 million (£14.9 million)
Fund Transitional Power business including future investments and general working capital	US\$2 million (£1.4 million)
Total	US\$23 million (£16.3 million)

As at 31 December 2020, the unaudited cash balance of the Company was US\$3.7 million.

Irrevocable Undertakings

Chariot has received irrevocable undertakings to vote in favour of the Resolutions from Directors who hold, in aggregate, 29,906,267 Ordinary Shares, representing 7.7 per cent. of the Existing Ordinary Shares.

Accordingly, the Company is in receipt of irrevocable undertakings to vote in favour of the Resolutions in respect of 29,906,267 Ordinary Shares representing in aggregate 7.7 per cent. of the Existing Ordinary Shares.

Recommendation

The Directors believe that the Fundraising and the passing of the Resolutions are in the best interests of the Company and Shareholders, taken as a whole. Accordingly, the Directors unanimously recommend Shareholders to vote in favour of the Resolutions, as they will do in respect of their Ordinary Shares in the Company, representing 7.7 per cent. of the Existing Ordinary Shares.

The Fundraising is conditional, inter alia, upon the passing of the Fundraise Resolutions at the General Meeting. Shareholders should be aware that if the Fundraise Resolutions are not approved at the General Meeting, neither the Placing, the Subscription nor the Open Offer will proceed.

APPENDIX 1

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

	<i>2021</i>
Announcement Launch of ABB	24 May
Announcement of Result of ABB	approx. 7.00 am on 25 May
Record date of Open Offer	6:30 pm on 25 May
Ex-entitlement date for Open Offer	7.00 am on 26 May
Publication of Circular & Form of Proxy	28 May
Open Offer Entitlements and Excess CREST Open Offer Entitlements credited to stock accounts of Qualifying CREST Shareholders in CREST	8.00 am on 2 June
Latest recommended time and date for requesting withdrawal of Open Offer entitlements from CREST	4.30pm on 10 June
Latest time and date for depositing Open Offer entitlements into CREST	3.00pm on 11 June

Latest time and date for splitting application forms (to satisfy bona fide market claims only)	3.00 pm on 14 June
Latest time and date for receipt of Forms of Proxy and CREST voting instructions	10.00 am on 16 June
Latest time and date for receipt of Open Offer application forms and payment in full under the Open Offer and settlement of relevant CREST instructions (as appropriate)	11.00 am on 16 June
Announcement of results of Open Offer	17 June
General Meeting	10.00 am on 18 June
Announcement of results of General Meeting	Following General Meeting on 18 June
Admission of the New Ordinary Shares	8.00 am on 21 June
New Ordinary Shares credited to CREST Members' accounts in respect of the Placing Shares and Open Offer Shares	21 June
Dispatch of definitive share certificates in certified form	By 29 June

Notes

1. Each of the times and dates set out in the above timetable and mentioned in this Announcement are subject to change by the Company (with the agreement of the Joint Bookrunners), in which event details of the new times and dates will be notified to London Stock Exchange plc and the Company will make an appropriate announcement to a Regulatory Information Service.
2. References to times in this Document are to London time (unless otherwise stated).

APPENDIX 2

TERMS AND CONDITIONS OF THE PLACING

TERMS AND CONDITIONS - IMPORTANT INFORMATION REGARDING THE PLACING AND ASSOCIATED OPEN OFFER.

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX (TOGETHER, THE "ANNOUNCEMENT") AND THE INFORMATION IN IT, IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (THE "EEA") THE UNITED STATES (OR TO ANY U.S. PERSON), CANADA, AUSTRALIA, JAPAN, NEW ZEALAND OR THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH PUBLICATION, RELEASE OR DISTRIBUTION WOULD BE UNLAWFUL.

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEES ONLY.

EACH PURCHASER SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN SHARES IN THE COMPANY.

MEMBERS OF THE PUBLIC ARE NOT ENTITLED TO TAKE PART IN THE PLACING AND THIS ANNOUNCEMENT IS COMMUNICATED TO THEM FOR THE PURPOSES OF INFORMATION ONLY AND IS DIRECTED ONLY TO: (A) PERSONS IN THE UNITED KINGDOM, WHO (i) HAVE BEEN SELECTED BY THE JOINT BOOKRUNNERS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE "INVESTMENT PROFESSIONALS" WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (AS AMENDED) (THE "ORDER") OR ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; AND (ii) WHO, ARE "QUALIFIED INVESTORS" WITHIN THE MEANING OF ARTICLE 2 OF THE PROSPECTUS REGULATION (WHICH MEANS REGULATION (EU) NO 2017/1129 OF THE EUROPEAN PARLIAMENT AND AS RETAINED AS PART OF UK LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018) (THE "PROSPECTUS REGULATION"); OR (B) ARE OTHERWISE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS IN (A) AND (B) TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS HEREIN MUST NOT BE RELIED ON, ACTED ON OR RESPONDED TO BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. IF YOU ARE IN ANY DOUBT AS TO WHETHER YOU ARE A RELEVANT PERSON YOU SHOULD CONSULT A PROFESSIONAL ADVISER FOR ADVICE.

No action has been taken by the Company, the Joint Bookrunners (as defined in paragraph 1.3 below) or any of their respective affiliates, agents, directors, officers or employees that would permit an offer of the Placing Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required.

This announcement and appendix do not constitute an offer to sell or issue or a solicitation of an offer to buy or subscribe for Placing Shares in any member state of the EEA. The Placing Shares will not be lodged with or registered by any applicable body or security exchange of any member state of the EEA. No prospectus or other form of offer document has been or will be prepared in connection with the Placing or has been or will be approved by any competent authority of a member state of the EEA.

Persons who are invited to and who choose to participate in the Placing (as such term is defined in paragraph 1.1 below) by making an oral or written offer to subscribe for Placing Shares (as such term

is defined in paragraph 1.1 below), including any individuals, funds or others on whose behalf a commitment to acquire Placing Shares is given, will be deemed to have read and understood this Announcement in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, undertakings and agreements contained in this Appendix. In particular, each such prospective Purchaser (as defined in paragraph 2.4(a)) represents, warrants and acknowledges that:

1. it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares (as such term is defined below) that are allocated to it for the purposes of its business;
2. if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Regulation, any Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or resale in the United Kingdom, or in circumstances in which the prior consent of the Joint Bookrunners has been given to each such proposed offer or resale; and
3. it is not in the United States and it is not acting for the account or benefit of a person in the United States or any U.S. Person.

The Company and the Joint Bookrunners will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and undertakings. The Joint Bookrunners do not make any representation to the Purchasers regarding an investment in the Placing Shares referred to in this Announcement.

Solely for the purposes of the product governance requirements contained within the FCA Handbook and in particular the Product Intervention and Product Governance Sourcebook and any other UK domestic legislation and measures which implement EU Directive 2014/65/EU on markets in financial instruments, as amended ("MiFID II") and Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II (together, the "UK MiFID II Product Governance Requirements"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the UK MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in UK MiFID II Product Governance Requirements; and (ii) eligible for distribution through all distribution channels as are permitted by UK MiFID II Product Governance Requirements (the "Target Market Assessment"). Notwithstanding the Target Market Assessment, distributors should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate

financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners will only procure investors who meet the criteria of professional clients and eligible counterparties. For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of the MiFID II Product Governance Requirements; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the shares the subject of the Placing. Each distributor is responsible for undertaking its own target market assessment in respect of the shares and determining appropriate distribution channels.

This Announcement does not constitute, and may not be used in connection with, an offer or invitation to underwrite, subscribe for or otherwise acquire or dispose of any securities or investment advice in any jurisdiction, including, without limitation, the United Kingdom, any member state of the EEA, the United States, Australia, Canada, Japan, New Zealand or the Republic of South Africa. No public offer of securities of the Company is being made in the United Kingdom, United States or elsewhere. This Announcement and the information contained herein is not for publication or distribution, directly or indirectly, to persons in the United States (or to any U.S. Person), any member state of the EEA, Australia, Canada, Japan, New Zealand or the Republic of South Africa or in any other jurisdiction in which such publication or distribution is unauthorised or unlawful. Any person (including, without limitation, custodians, nominees and trustees) into whose possession this Announcement may come, are required by the Company to inform themselves about and to observe any restrictions on transfer of this Announcement.

The Placing Shares are being offered only outside the United States, and not to or for the account or benefit of any U.S. Person, in reliance on Regulation S under the U.S. Securities Act. In particular, the offer and sale of the Placing Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States, and, accordingly, the Placing Shares may not be offered or sold, re-sold, taken up, pledged, transferred, delivered or distributed, directly or indirectly, within the United States, or to or for the account or benefit of any U.S. Person, except in compliance with an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. None of the Placing Shares has been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other United States regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement, the Circular or any other document related to the Placing. Any representation to the contrary is a criminal offence in the United States. No public offering of the Placing Shares or any other securities is being made in the United States or to U.S. Persons. No money, securities or other consideration from any person inside the United States or other U.S. Person is being solicited pursuant

to this Announcement, the Placing, or the Book-build and, if sent in response to the information contained in the Announcement, will not be accepted. This Announcement is not an offer of securities for sale into the United States, or to or for the account or benefit of any U.S. Person.

The relevant clearances have not been, and nor will they be, obtained from the securities commission of any province or territory of Canada; no prospectus has been lodged with and/or registered by, the Australian Securities and Investments Commission, the Financial Markets Authority of New Zealand or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained for the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares, and the Placing Shares have not been, and nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Canada, New Zealand, Japan or the Republic of South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered or otherwise transferred, directly or indirectly, in or into the United States, Australia, Canada, New Zealand, Japan, the Republic of South Africa or any other jurisdiction outside the United Kingdom. The contents of this Announcement have not been reviewed by any regulatory authority in Hong Kong. If you are in any doubt about any of the contents of this Announcement, you should obtain independent professional advice.

The price of securities and the income from them may go down as well as up and investors may not get back the full amount of their investment on disposal of the securities.

Any indication in this Announcement of the price at which ordinary shares of £0.01 each in the capital of the Company have been bought or sold in the past cannot be relied upon as a guide to future performance. No statement in this Announcement is intended to be a profit forecast and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

The New Ordinary Shares will not be admitted to trading on any stock exchange other than the AIM market of the London Stock Exchange.

Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this announcement.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Appendix or the Announcement of which it forms part should seek appropriate advice before taking any action.

1. PLACING, SUBSCRIPTION AND OPEN OFFER

1.1 Chariot Oil & Gas Limited (company number 47532) (the "Company"), intends to conduct a placing (the "Placing") and direct subscription (the "Subscription"). New ordinary shares of £0.01 nominal value each will be issued to existing and new investors pursuant to the Placing ("Placing Shares") and Subscription ("Subscription Shares") at an issue price ("Issue Price") as determined by the Joint Bookrunners and the Company subject to shareholder approval.

1.2 The Company also intends to conduct an open offer to raise gross proceeds of up to US\$5 million (approximately £3.5 million). The new ordinary shares of £0.01 nominal value each (the "Open Offer Shares") are expected to be issued subject to shareholder approval on 21 June 2021 at the Issue Price (the "Open Offer" and, together with the Placing and Subscription, the "Fundraising"). Magna Capital LDA (of which Adonis Pouroulis, a director of the Company, is a substantial shareholder) has conditionally agreed to underwrite up to US\$7.85 million (£5.57 million) of the Fundraising by subscribing, in two tranches on or before 31 January and 28 February 2022, for new Ordinary Shares at the Issue Price.

1.3 The Company has appointed finnCap Ltd ("finnCap") and Peel Hunt LLP ("Peel Hunt") as joint brokers in respect of the Placing and Open Offer (together, the "Joint Bookrunners", and each, a "Joint Bookrunner").

1.4 The terms and conditions set out in this Appendix apply to persons making an offer to subscribe for Placing Shares under the Placing. Each Purchaser shall be deemed to have read the Announcement, and this Appendix, in its entirety.

2. ALLOCATION AND CONDITIONS TO PLACING

2.1 The Placing Shares under the Placing will be issued on the Closing Date (as defined below).

2.2 Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by the Joint Bookrunners.

2.3 The number of Placing Shares to be issued and the Issue Price will be finally agreed between the Joint Bookrunners and the Company following completion of the book-build being conducted by the Joint Bookrunners to determine demand for participation in the Placing and the Issue Price (the "Book-build"). The number of Placing Shares which have been placed and the Issue Price will be announced following the completion of the Book-build.

2.4 Acceptances of the Placing and allocations of Placing Shares (including the subscription amount payable) will be as:

(a) confirmed (orally or in writing) with prospective purchasers who are in the United Kingdom (or as the Joint Bookrunners and Company may agree, in any other jurisdiction) by the respective Joint Bookrunner (or their broker dealers or their agents as agent of the Company). That confirmation

constitutes an irrevocable legally binding commitment of that person (who will at that point become a purchaser ("Purchaser")) to subscribe for the number of Placing Shares allocated to it on the terms and conditions set out in this Appendix (a copy of this Appendix having been provided to the Purchaser prior to or at the same time as such confirmation) and in accordance with the Company's articles of association; or

(b) (unless paragraph 2.4(a) applies) by the completion and return of such letter of confirmation and registration or other forms as the Joint Bookrunners or their agents may in their absolute discretion require and in that event the terms and conditions set out in such letter of confirmation and registration or other form shall apply to the exclusion of this Appendix.

2.5 The Book-build is expected to close no later than 7.00 am on 25 May 2021 but may be closed earlier or later at the discretion of the Joint Bookrunners. The Joint Bookrunners may, in agreement with the Company, accept bids that are received after the Book-build has closed. The Company reserves the right to reduce or seek to increase the amount to be raised pursuant to the Placing, in its absolute discretion.

2.6 The Joint Bookrunners may choose to allocate Placing Shares at their discretion (in consultation with the Company) and may scale down any bids for Placing Shares made by prospective Purchasers for this purpose on such basis as they may determine. The Joint Bookrunners may also, notwithstanding paragraph 2.5 above, subject to the prior consent of the Company: (a) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time; and (b) allocate Placing Shares after the Book-build has closed to any person submitting a bid after that time.

2.7 For the avoidance of doubt, a bid in the Book-build will be made on the terms and subject to the conditions in the Announcement and this Appendix and will be legally binding on the prospective Purchaser on behalf of which it is made and, except with the consent of the respective Joint Bookrunner, will not be capable of variation or revocation after the time at which it is submitted. Any acceptance of the Placing constitutes a Purchaser's irrevocable legally binding agreement, subject to the Placing and Open Offer Agreement (as defined below) not having been terminated, to pay the aggregate settlement amount of the Placing Shares regardless of the total number of Placing Shares (if any) subscribed for by any other investor(s).

2.8 By participating in the Bookbuild, each Purchaser agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described in paragraph 4 below, and will not be capable of rescission or termination by the Purchaser.

2.9 In making an investment decision, Purchasers must rely on their own examination of the Company and its prospects and the terms of the Placing, including the merits and risks involved in investing in the Placing Shares.

2.10 Irrespective of the time at which a Purchaser's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement."

2.11 Settlement will occur on a date to be advised but expected to be on or around 21 June 2021 ("Closing Date").

2.12 To the fullest extent permissible by law and applicable FCA rules, none of (a) the Joint Bookrunners, (b) any of their affiliates, agents, directors, officers, employees, (c) to the extent not contained within (a) or (b), any person connected with the Joint Bookrunners as defined in the FSMA ((b) and (c) being together "affiliates" and individually an "affiliate" of the Joint Bookrunners), (d) any person acting on behalf of the Joint Bookrunners, shall have any liability (including to the extent permissible by law, any fiduciary duties) to any Purchaser or to any other person whether acting on behalf of a Purchaser or otherwise. In particular, neither of the Joint Bookrunners nor any of their respective affiliates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of their conduct of the Placing and Open Offer or of such alternative method of effecting the Placing and Open Offer as the Joint Bookrunners and the Company may agree.

3. SHARES AND QUOTATION

3.1 The New Ordinary Shares will be issued fully paid and will rank equally, from the date of issue, in all respects with the Company's existing issued ordinary shares, including the right to receive all dividends and other distributions declared, made or paid in respect of such ordinary shares after the date of issue of the Placing Shares, Subscription Shares and Open Offer Shares.

3.2 Application will be made to the London Stock Exchange plc for admission to trading of the New Ordinary Shares on AIM ("Admission"). It is anticipated that Admission will become effective on or around 21 June 2021 and that dealings in the Placing Shares, Subscription Shares and Open Offer Shares will commence at that time.

4. PLACING AND OPEN OFFER AGREEMENT

4.1 On 24 May 2021, the Company and each of the Joint Bookrunners entered into a placing and open offer agreement in connection with the Placing and Open Offer (the "Placing and Open Offer Agreement"). Pursuant to the Placing and Open Offer Agreement, each of the Joint Bookrunners has agreed to use their respective reasonable endeavours to place the Placing Shares with prospective Purchasers.

4.2 The Joint Bookrunners' obligations under the Placing and Open Offer Agreement in respect of the Placing Shares and Open Offer Shares are conditional, *inter alia*, on:

(a) the Company procuring that a circular containing details of the Placing and Open Offer, and the application form in respect of the Open Offer, are sent to shareholders by no later than 28 May 2021;

(b) shareholder approval of the resolutions necessary to issue the New Ordinary Shares for cash on a non-pre-emptive basis pursuant to (inter alia) the Placing, the Subscription and the Open Offer (the "Fundraise Resolutions");

(c) none of the warranties contained in the Placing and Open Offer Agreement being untrue, inaccurate or misleading as at the date of the Placing and Open Offer Agreement and at all times before and at the date of Admission;

(d) the publication of this Announcement through a Regulatory Information Service by no later than 8.00 a.m. on the date of the Placing and Open Offer Agreement or such other time and/or date as may be agreed in writing between the Company and the Joint Bookrunners;

(e) the Company allotting, subject only to Admission, the Placing Shares in accordance with the Placing and Open Offer Agreement;

(f) Admission taking place not later than 8.00 a.m. on 21 June 2021 or such later date as the Company and the Joint Bookrunners may otherwise agree but not being later than 8.00 a.m. on 28 June 2021; and

(g) there having been since the date of the Placing and Open Offer Agreement no development or event which will or is likely to have a material adverse effect on the Company (or of its subsidiaries).

4.3 If: (i) any of the conditions contained in the Placing and Open Offer Agreement in relation to the Placing Shares are not fulfilled or waived (if capable of being waived) by the Joint Bookrunners by the respective time or date where specified (or such later time or date as the Company and the Joint Bookrunners may agree); (ii) any of such conditions becomes incapable of being fulfilled; or (iii) the Placing and Open Offer Agreement is terminated in the circumstances specified below, the Placing in relation to the Placing Shares will lapse and the Purchaser's rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Purchaser agrees that no claim can be made by the Purchaser in respect thereof.

4.4 The Joint Bookrunners may, at their absolute discretion and upon such terms as they think fit, waive, or extend the period for, compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing and Open Offer Agreement save that the conditions relating to Admission, the allotment and issue of the Placing Shares (subject only to Admission) and shareholder approval may not be waived. Any such extension or waiver will not affect Purchasers' rights and obligations under the terms and conditions set out in this Appendix.

4.5 Neither of the Joint Bookrunners nor the Company shall have any liability to any Purchaser (or to any other person whether acting on behalf of a Purchaser or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Purchaser agrees that any such decision is within the absolute discretion of the Joint Bookrunners.

4.6 Each of the Joint Bookrunners is entitled, at any time before Admission, to terminate the Placing and Open Offer Agreement by giving notice to the Company in certain circumstances, including, inter alia, a breach of the warranties given to the Joint Bookrunners in the Placing and Open Offer Agreement, the failure of the Company to comply with obligations under the Placing and Open Offer Agreement, or an event has occurred which, in the opinion of the Joint Bookrunner (acting in good faith), constitutes or is likely to cause a material adverse change or on the occurrence of certain force majeure events. Following Admission, the Placing and Open Offer Agreement is not capable of rescission or termination.

4.7 The rights and obligations of the Purchasers shall terminate only in the circumstances described in these terms and conditions and will not be subject to termination by the Purchaser or any prospective Purchaser at any time or in any circumstances. By participating in the Placing, Purchasers agree that the exercise by a Joint Bookrunner of any right of termination or other discretion under the Placing and Open Offer Agreement shall be within the absolute discretion of that Joint Bookrunner, and that it need not make any reference to Purchasers and that it shall have no liability to Purchasers whatsoever in connection with any such exercise.

5. RELATIONSHIP OF THE JOINT BOOKRUNNERS

5.1 The obligations of each Joint Bookrunner in connection with the Placing and Open Offer (including any payment obligation) are several, and not joint nor joint and several. A right of a Joint Bookrunner in connection with the Placing and Open Offer (including any rights under the Placing and Open Offer Agreement) is held by that Joint Bookrunner severally and each Joint Bookrunner may exercise its rights, powers and benefits in connection with the Placing and Open Offer separately and individually.

5.2 A Joint Bookrunner will not be responsible for the performance obligations of the other Joint Bookrunner and will not be liable for any claims, damages or liabilities arising out of the actions taken, omissions of or advice given by the other Joint Bookrunner. Any breach, non-performance or default by a Joint Bookrunner will not constitute a breach, non-performance or default of the other.

5.3 Nothing contained or implied hereby or by acceptance of the Placing or Open Offer constitutes a Joint Bookrunner acting as the partner, agent or representative of the other Joint Bookrunner for any purpose or creates any partnership, agency or trust between the Joint Bookrunners, and no Joint Bookrunner has any authority to bind another Joint Bookrunner in any way.

5.4 Neither of the Joint Bookrunners will be liable for any loss, damage or claim arising out of the actions taken or advice given by the other Joint Bookrunner. In addition, the rights of a Joint Bookrunner and the Beneficiaries (as defined below) in respect of that Joint Bookrunner under the representations, warranties, acknowledgements and undertakings set out below will in no way be affected by the actions taken or alleged to have been taken or advice given or alleged to have been given by the other Joint Bookrunner or its Beneficiaries.

6. OFFER PERSONAL

The offering of Placing Shares and the agreement arising from acceptance of the Placing is personal to each Purchaser and does not constitute an offering to any other person or to the public. A Purchaser may not assign, transfer, or in any other manner, deal with its rights or obligations under the agreement arising from the acceptance of the Placing, without the prior written agreement of the Joint Bookrunners in accordance with all relevant legal requirements.

7. NO PROSPECTUS

7.1 No offer document or prospectus has been or will be delivered to the Financial Conduct Authority ("**FCA**") in relation to the Placing, and a Purchaser's commitments will be made solely on the basis of the information contained in the Announcement released by the Company today which this Appendix forms part of.

7.2 Each Purchaser, by making an offer to subscribe for Placing Shares, agrees that the content of this Announcement (including this Appendix) is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company or the Joint Bookrunners or any other person and none of the Company or the Joint Bookrunners nor any other person will be liable for any Purchaser's decision to participate in the Placing based on any other information, representation, warranty or statement which Purchasers may have obtained or received, and if given or made, such information, representation, warranty or statement must not be relied upon as having been authorised by the Joint Bookrunners, the Company or their respective officers, directors, employees or agents. Each Purchaser acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Neither the Company nor the Joint Bookrunners make any undertaking or warranty to any Purchaser regarding the legality of any investment in the Placing Shares by such Purchaser under any legal, investment or similar laws or regulations. Each Purchaser should not consider any information in this Announcement to be legal, tax or business advice. Each Purchaser should consult its own solicitor, tax adviser and financial adviser for independent legal, tax and financial advice regarding an investment in the Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

8. REGISTRATION AND SETTLEMENT

8.1 Settlement of transactions in the Placing Shares will, unless otherwise agreed, take place on a delivery versus payment basis within the CREST system administered by Euroclear UK and Ireland Limited ("**CREST**").

8.2 The Company will (or will procure its registrar or transfer agent to) deliver the Placing Shares to CREST accounts operated by the respective Joint Bookrunner for the Company and the Joint Bookrunners will enter their respective delivery (DEL) instructions into the CREST system. The input to CREST by each Purchaser of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Purchaser against payment.

8.3 Each Purchaser allocated Placing Shares in the Placing will be sent a conditional trade confirmation stating the number of Placing Shares and the subscription amount payable to be allocated to it and will be required to provide the Joint Bookrunners with funds sufficient to purchase such securities prior to the Closing Date.

8.4 Each Purchaser is deemed to agree that, if it does not comply with these obligations, the Company may sell any or all of the Placing Shares allocated to that Purchaser on such Purchaser's behalf and retain from the proceeds, for the Company's account and benefit, an amount equal to the aggregate amount owed by the Purchaser plus any interest due. The relevant Purchaser will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Purchaser's behalf.

8.5 Subject to the passing of the Fundraise Resolutions, it is expected that settlement will take place on or about 21 June 2021 in CREST in accordance with the instructions set out in the conditional trade confirmation. Settlement will be either through Peel Hunt against CREST ID 871 or through finnCap against CREST ID CAQAQ.

8.6 The Company reserves the right to require settlement for and delivery of the Placing Shares (or a portion thereof) to any Purchaser in any form it requires if, in the Joint Bookrunners' or the Company's opinion, delivery or settlement is not possible or practicable within CREST or would not be consistent with the regulatory requirements of the Purchaser's jurisdiction.

8.7 Each Purchaser agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the applicable registration and settlement procedures, including if applicable, CREST rules and regulations and settlement instructions that it has in place with the respective Joint Bookrunner.

8.8 If Placing Shares are to be delivered to a custodian or settlement agent, Purchasers should ensure that the conditional trade confirmation is copied and delivered immediately to the relevant person within that organisation. Each Purchaser shall ensure that, insofar as Placing Shares are registered in a Purchaser's name or that of its nominee or in the name of any person for whom a

Purchaser is contracting as agent or nominee, such person shall not be a person who is or may be liable to any UK stamp duty or stamp duty reserve tax or securities transfer tax.

8.9 Interest is chargeable daily on payments to the extent that value is received after the due date at the rate per annum of 4 percentage points above the Barclays Bank plc base rate.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each Purchaser and prospective Purchaser (and each person acting on its behalf) represents, warrants, acknowledges and undertakes for the benefit of the Company, each of the Joint Bookrunners and the respective officers, employees and advisers of the Company and of each of the Joint Bookrunners, and any person acting on behalf of any of them (each a "**Beneficiary**" and together the "**Beneficiaries**") as follows:

- (a) if it is a Purchaser in the United Kingdom it:
 - (i) is a Qualified Investor; and
 - (ii) is also a person falling within one or more of the categories of persons referred to in article 19 (investment professionals) or 49 (high net worth companies, etc) of the Order or is a person to whom the Placing may otherwise be made or to whom the Placing Shares may otherwise be directed without an approved prospectus having been made available to the public in the UK before the Placing Shares are offered and without making an unlawful financial promotion; and
 - (iii) understands, recognises and acknowledges that no prospectus has been or will be approved in connection with the Placing by the FCA in the United Kingdom under section 87A of Financial Services and Markets Act 2000 (the "FSMA"); or
 - (iv) if it is not in the United Kingdom but is acting for the account of a Purchaser in the United Kingdom, that each of subparagraphs (i), (ii) and (iii) applies in respect of each such Purchaser;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person. For the avoidance of doubt, the Purchaser has not made and will not make any offer to the public of the Placing Shares for the purposes of section 102B FSMA;
- (c) if it is in a jurisdiction outside the United Kingdom, it is a person to whom the Placing or an invitation to subscribe for the Placing Shares in the manner contemplated by this Appendix and any

communication or correspondence therewith is permitted by the laws of the jurisdiction in which it is situated or from where the Purchaser submitted its bid to subscribe for Placing Shares and it is a person to whom the Placing Shares can lawfully be offered and issued under all applicable laws, without the need for any approval, registration, filing or lodgement of any kind, including a prospectus or other disclosure document;

(d) without prejudice to paragraph (c) above, if the Purchaser is in Hong Kong it is (i) a "professional investor" within the meaning of the Securities and Futures Ordinance of Hong Kong (Cap 571) and any rules made thereunder, and (ii) acquiring the Placing Shares for its own account (or an account as to which it has full investment discretion) for investment purposes and (subject to the disposition of its property being at all times within its control) not with a view to any distribution of the Placing Shares;

(e) it (and any account for which it is purchasing) (i) is not a U.S. Person, (ii) is outside the United States, (iii) is acquiring the Placing Shares in an offshore transaction (as this term is used in Regulation S), (iv) understands that the offer and sale to it of the Placing Shares have not been and will not be registered under the U.S. Securities Act or the laws of any state of the United States, and (v) agrees that it will not offer, sell, re-sell, take up, pledge, transfer, deliver or distribute any Placing Shares in the United States except in compliance with an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States;

(f) it (and any account for which it is purchasing) (i) acknowledges that it has not acquired the Placing Shares as a result of any directed selling efforts (as this term is used in Regulation S) or any general solicitation or general advertising (as these terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio, Internet or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising, (ii) is not acquiring the Placing Shares with a view to any offer, sale or distribution thereof within the meaning of the U.S. Securities Act, and (iii) will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentational or other materials concerning the Placing (including electronic copies thereof), in or into the United States or to or for the account of any U.S. Person, and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any such person;

(g) time shall be of the essence as regards obligations pursuant to this Appendix;

(h) unless otherwise specifically agreed in writing with the Joint Bookrunners, neither it nor the beneficial owner of such Placing Shares is or will be a resident of, or subject to the laws of any member state of the EEA, the United States, Australia, Canada, Japan, New Zealand or the Republic of South Africa, or will otherwise be considered a U.S. Person;

(i) the Placing Shares have not been and will not be registered under the securities legislation of any member state of the EEA, the United States, Canada, Australia, Japan, New Zealand and the Republic of South Africa and may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions except subject to certain exceptions;

(j) it acknowledges that this Announcement has not been approved by the Securities and Futures Commission in Hong Kong and, accordingly, (i) the Placing Shares may not be offered or sold in Hong Kong by means of this Announcement or any other document other than to "professional investors" as defined in the Securities and Futures Ordinance of Hong Kong (Cap 571) and any rules made thereunder, or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance of Hong Kong (Cap 32) ("CWUMPO") or which do not constitute an offer to the public within the meaning of the CWUMPO, and (ii) no person shall issue or possess for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Placing Shares which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Placing Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors (as set out above);

(k) the Purchaser consents to the Company making a notation on its records or giving instructions to any registrar and transfer agent of the Placing Shares in order to implement the restrictions on transfer set forth and described above;

(l) if required by applicable securities laws or as otherwise reasonably requested by the Company, the Purchaser will execute, deliver and file and otherwise assist the Company in filing reports, questionnaires, undertakings and other documents with respect to the issue of the Placing Shares;

(m) the Purchaser has such knowledge and experience in financial, business and tax matters as to be capable of evaluating the merits and risks of its investment in the Placing Shares and it is able to bear the economic risks and complete loss of such investment in the Placing Shares;

(n) the Purchaser has not received or requested, nor does it have any need to receive, any offering memorandum or any other document describing the business and affairs of the Company in order to assist it in making an investment decision to subscribe for the Placing Shares;

(o) it is purchasing the Placing Shares for its account or for the account of one or more persons for investment purposes only and not with the purpose of, or with a view to, the resale, transfer or distribution or granting, issuing or transferring of interests in, or options over, the Placing Shares and, in particular, neither the Purchaser nor any other person for whose account it is purchasing the Placing Shares has any intention to distribute either directly or indirectly any of the Placing Shares in the United States or to or for the account of any U.S. Person;

(p) it has such knowledge and experience in financial and business matters and expertise in assessing credit and all other relevant risks that it is capable of evaluating independently, and has evaluated independently and conducted an in-depth detailed analysis on, the merits and risks of a purchase of the Placing Shares for itself and each other person, if any, for whose account it is acquiring any Placing Shares, and it has determined that the Placing Shares are a suitable investment for itself and each other person, if any, for whose account it is acquiring any Placing Shares, both in the nature and the number of the Placing Shares being acquired;

(q) if applicable, it is, or any beneficial Purchaser for whom it is contracting is, acquiring the Placing Shares pursuant to and in compliance with an exemption from the prospectus requirements of securities laws of the jurisdiction of residence and will provide the Company and the Joint Bookrunners, on request, whether before or after the Closing Date, with evidence of such compliance;

(r) it has had access to all information that it believes is necessary or appropriate in connection with, and for an adequate time prior to, its purchase of the Placing Shares. It acknowledges and agrees that it will not hold the Joint Bookrunners responsible for any misstatements in, or omissions from, any publicly available information concerning the Company;

(s) it has made and relied entirely upon its own assessment of the Company, and has conducted its own independent investigation with respect to the Placing Shares and the Company;

(t) it shall obtain its own advice regarding the tax consequences in any jurisdiction of purchasing, owning or disposing of any Placing Shares;

(u) it has not relied on any investigation that any Beneficiary may have conducted with respect to the Placing Shares or the Company. No Beneficiary has made any representation to it, express or implied, with respect to the Placing Shares or the Company;

(v) it acknowledges that the Placing does not constitute a securities recommendation or advice in relation to any securities, and that no securities recommendation or advice has been made or given to you by any Beneficiary in relation to the Placing;

(w) it acknowledges that an investment in the Placing Shares involves a degree of risk;

(x) except to the extent that liability cannot by law be excluded, it acknowledges that none of the Beneficiaries accept any responsibility in relation to the Placing or for the accuracy or completeness of any information given to it in connection with the Placing;

(y) it acknowledges and agrees that it will accept the decisions and actions of the Joint Bookrunners and/or the Company in respect of the Placing and the acceptance of any Placing of Placing Shares does not oblige the Joint Bookrunners and/or the Company to consult with it as to any matter or qualify the exercise or non-exercise of rights arising under or in relation to the Placing;

(z) it has been independently advised as to any resale restrictions under applicable securities laws in its own jurisdiction;

(aa) it acknowledges and agrees that if a Joint Bookrunner takes title to the Placing Shares it does so only as agent for the Purchaser for the purposes of effecting settlement and it agrees to release such Joint Bookrunner from any liability incurred by it in acting in such capacity (whether arising out of any act or omission by the Company in relation to the Placing or to the Placing Shares or otherwise);

(bb) if it is acquiring any Placing Shares for an account of one or more persons, it has full power to make the acknowledgements, representations, warranties and agreements hereunder on behalf of each such person and it will take reasonable steps to ensure that each such person will comply with its obligations hereunder;

(cc) it acknowledges that the Beneficiaries will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements in conducting and undertaking the Placing;

(dd) it has read this Announcement, including this Appendix, in its entirety and its subscription of the Placing Shares is subject to and based upon only the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein;

(ee) the exercise by the Joint Bookrunners of any right of termination or any right of waiver exercisable by them contained in the Placing and Open Offer Agreement, without limitation, the right to terminate the Placing and Open Offer Agreement, is within their absolute discretion and no Joint Bookrunner will have any liability to any Purchaser whatsoever in connection with any decision to exercise or not exercise any such rights;

(ff) if (i) any of the conditions in the Placing and Open Offer Agreement are not satisfied (or, where relevant, waived), or (ii) the Placing and Open Offer Agreement is terminated or does not otherwise become unconditional in all respects prior to the admission of the Placing Shares, the Placing will lapse and its rights shall cease and determine at such time and no claim shall be made by any Purchaser in respect thereof;

(gg) no offer document or prospectus has been, or will be, prepared in connection with the Placing and it represents and warrants that it has not received a prospectus or other offer document in connection therewith;

(hh) the ordinary shares of £0.01 each in the capital of the Company are (and the Placing Shares issued pursuant to the Placing will be) admitted to trading on AIM, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of AIM and that it is able to obtain or access such information without undue difficulty, and

is able to obtain access to such information or comparable information concerning any other AIM quoted company, without undue difficulty;

(ii) none of the Joint Bookrunners or the Company nor any of their affiliates nor any person acting on behalf of any of them has provided, and will not provide it, with any material regarding the Placing Shares or the Company or any other person other than this Announcement; nor has it requested any of the Joint Bookrunners or the Company nor any of their affiliates or any person acting on behalf of any of them to provide it with any such information;

(jj) the content of this Announcement is exclusively the responsibility of the Company and none of the Joint Bookrunners nor any person acting on their behalf has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company (except for any information or statements relating solely to the Joint Bookrunners and furnished by the Joint Bookrunners specifically for use in such documents) and will not be liable for any Purchaser's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Purchaser further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Purchaser has relied in committing itself to subscribe for the Placing Shares is contained in this Announcement and any information previously published by the Company, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by either of the Joint Bookrunners or the Company and none of the Joint Bookrunners or the Company will be liable for any Purchaser's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Purchaser further acknowledges and agrees that it has relied solely on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing;

(kk) in subscribing for Placing Shares, it has consented to receive "inside information" for the purposes of MAR, and it agrees not to deal in any securities of the Company until such time as the inside information of which it has been made aware has been made public for the purposes of MAR or it has been notified by the Joint Bookrunners or the Company that the proposed Placing will not proceed and any unpublished price sensitive information of which the Purchaser is aware has been publicly announced, and, other than in respect of its knowledge of the proposed Placing, it has neither received nor relied on any confidential price sensitive information concerning the Company or the Placing Shares;

(ll) it has complied with its obligations in connection with the Criminal Justice Act 1993, money laundering and terrorist financing under the Anti Terrorism Crime and Security Act 2001, the Proceeds of Crime Act 2002, the Terrorism Act 2003, MAR, the Prospectus Regulation, the Terrorism Act 2006, the Money Laundering Regulations 2007, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Part VIII of the Financial Services and Markets

Act 2000 (the "Regulations"), including identifying its clients in accordance with the Regulations, and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations. If within a reasonable time after a request for verification of identity the Joint Bookrunners have not received such satisfactory evidence, the Joint Bookrunners may, in their absolute discretion, reject an application for Placing Shares in which event all funds delivered by such Purchaser to the Joint Bookrunners (if any) will be returned without interest to the account of the drawee bank from which they were originally debited;

(mm) if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Regulation, any Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or resale in the United Kingdom to Qualified Investors, unless the Joint Bookrunners have given prior consent to such proposed offer or resale;

(nn) it has complied and will comply with all applicable laws with respect to anything done by it or on its behalf in relation to the Placing Shares (including all relevant provisions of the FSMA in respect of anything done in, from or otherwise involving the United Kingdom);

(oo) it will (or will procure that its nominee will), if applicable, make notification to the Company of the interest in the Company's ordinary shares in accordance with Chapter 5 of the Disclosure Guidance and Transparency Rules;

(pp) it and any person acting on its behalf is entitled to subscribe for and purchase the Placing Shares under the laws of all relevant jurisdictions which would apply to it, and that it and any person acting on its behalf is in compliance with applicable laws in the jurisdiction of its residence, the residence of the Company, or otherwise;

(qq) it (and any person acting on its behalf) will make or procure payment for the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other subscribers or sold as the Joint Bookrunners and the Company may in their absolute discretion determine and without liability to such Purchaser, and it will remain liable for any shortfall below the net proceeds of such Placing Shares and may be required to bear the liability for any stamp duty or stamp duty reserve tax or security transfer tax (together with any interest or penalties due pursuant to or referred to in these terms and conditions) which may arise upon the placing or sale of such Purchaser's Placing Shares on its behalf;

(rr) the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be, and none of the Joint Bookrunners nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Purchaser and any person acting on behalf of such Purchaser agrees to

participate in the Placing and it agrees to indemnify the Company and the Joint Bookrunners in respect of the same on the basis that the Placing Shares will be allotted to the account of the Joint Bookrunners who will hold them as nominee on behalf of such Purchaser until settlement in accordance with its standing settlement instructions;

(ss) the Company and the Joint Bookrunners and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to each of the Joint Bookrunners on their own behalf and on behalf of the Company and are irrevocable;

(tt) it will indemnify and hold the Company and the Joint Bookrunners and their respective affiliates, agents, directors, officers and employees harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Announcement or incurred by the Company, the Joint Bookrunners or their respective affiliates, agents, directors, officers and employees arising from the performance of the Purchaser's obligations as set out in this Announcement, and further agrees that the provisions of this Appendix shall survive after completion of the Placing;

(uu) its commitment to subscribe for Placing Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms of the Placing and the Purchaser will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the Placing. The foregoing representations, warranties and confirmations are given for the benefit of the Company and the Joint Bookrunners. The agreement to settle a Purchaser's subscription (and/or the subscription of a person for whom such Purchaser is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to the subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes, and is based on the warranty above from each Purchaser, that neither it, nor the person specified by it for registration as holder, of Placing Shares is, or is acting as nominee or agent for, and that the Placing Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax in excess of 0.5% under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services). If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Purchaser agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and neither the Company nor the Joint Bookrunners shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Purchaser should seek its own advice and notify the Joint Bookrunners accordingly;

(vv) no action has been or will be taken by any of the Company, the Joint Bookrunners or any person acting on behalf of the Company or the Joint Bookrunners that would, or is intended to, permit

a public offering of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;

(ww) it will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the United Kingdom by them or any other person on the subscription by them of any Placing Shares or the agreement by them to subscribe for any Placing Shares;

(xx) the Joint Bookrunners or any of their affiliates may, at their absolute discretion, agree to become a Purchaser in respect of some or all of the Placing Shares;

(yy) when a Purchaser or person acting on behalf of the Purchaser is dealing with the Joint Bookrunners, any money held in an account with any of the Joint Bookrunners on behalf of the Purchaser and/or any person acting on behalf of the Purchaser will not be treated as client money within the meaning of the rules and regulations of the FCA made under FSMA;

(zz) it acknowledges that the money will not be subject to the protections conferred by the client money rules and as a consequence, this money will not be segregated from the relevant Joint Bookrunners' money in accordance with the client money rules and will be used by the relevant Joint Bookrunner in the course of its own business; and the Purchaser will rank only as a general creditor of the Joint Bookrunner;

(aaa) it acknowledges that all times and dates in this Announcement may be subject to amendment and the Joint Bookrunners shall notify the Purchasers and any person acting on behalf of the Purchasers of any changes;

(bbb) that past performance is no guide to future performance and persons needing advice should consult an independent financial adviser;

(ccc) all obligations entered into by the Purchaser pursuant hereto with the Joint Bookrunners are entered into with them as agent for the Company and are therefore enforceable directly by the Company;

(ddd) if a company, it is a valid and subsisting company and has all the necessary corporate capacity and authority to execute its obligations in connection with the Placing participation;

(eee) it is not presently acting in concert, as defined in the City Code on Takeovers and Mergers, with any existing shareholder or other Purchaser; and

(fff) it irrevocably appoints any director of either of the Joint Bookrunners as its agent for the purposes of executing and delivering to the Company's and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares offered to it.

The Purchaser agrees that the Company and the Joint Bookrunners will rely upon the truth and accuracy of the foregoing confirmations, representations, warranties, acknowledgments, undertakings and agreements which are given by each Purchaser (or persons acting on their behalf) and are irrevocable.

10. ENTIRE AGREEMENT

The terms set out in this Appendix and the allocation of Placing Shares (including the subscription amount payable) as confirmed to a Purchaser, constitute the entire agreement to the terms of the Placing and a Purchaser's participation in the Placing to the exclusion of prior representations, understandings and agreements between them. Any variation of such terms must be in writing.

11. GOVERNING LAW AND JURISDICTION

The agreement arising out of acceptance of the Placing and any dispute or claim arising out of or in connection with the Placing or formation thereof (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. Each Purchaser irrevocably agrees to submit to the exclusive jurisdiction of the courts of England to settle any claim or dispute that arises out of or in connection with the agreement arising out of acceptance of the Placing or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 3

DEFINITIONS

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

Admission means the admission of the New Ordinary Shares to trading on AIM and such admission becoming effective in accordance with the AIM Rules.

Admission Date means the admission of the New Ordinary Shares to trading on AIM becoming effective as provided in Rule 6 of the AIM Rules for Companies.

AIM means the AIM market of the London Stock Exchange.

AIM Rules means the AIM rules for companies published by the London Stock Exchange.

Application means the application to be made by or on behalf of the Company to the London Stock Exchange for Admission.

Bookbuild means an accelerated process conducted by the Joint Bookrunners to determine demand for participation in the Placing by Placees.

Circular means the circular, expected to be published by the Company on or about 28 May 2021, in relation to the Placing, Subscription and Open Offer which will include notice of convening the General Meeting at which the Resolutions will be proposed.

Closing Date means the date upon which settlement of the Placing Shares is due to take place being on or around 21 June 2021.

Company or **Chariot** means Chariot Oil & Gas Limited, a company incorporated in Guernsey with registered number 47532, with its registered office at Oak House, Hirzel Street, St Peter Port, Guernsey, GY1 2NP.

CREST means a relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations).

CREST Regulations means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (as amended).

Directors or **Board** means the board of directors of the Company.

EEA means The European Economic Area.

EU means the European Union.

Euroclear means Euroclear UK & Ireland Limited.

Excess Application Facility means the arrangement pursuant to which Qualifying Shareholders may apply for additional Open Offer Shares in excess of their entitlement in accordance with the terms and conditions of the Open Offer, as set out in the Circular.

Existing Ordinary Shares means the 388,367,946 Ordinary Shares in issue at the date of this Announcement, all of which are admitted to trading on AIM and being the entire issued ordinary share capital of the Company.

FCA the United Kingdom means Financial Conduct Authority.

finnCap means finnCap Ltd, Nominated Advisor and Joint Broker to the Company.

Form of Proxy means the form of proxy for use in connection with the General Meeting accompanying the Circular.

FSMA means Financial Services and Markets Act 2000.

Fundraise Resolutions means the Resolutions numbered 1 and 2 in the Notice of General Meeting, relating to the Fundraising.

Fundraising or **Fundraise** means the Placing, Subscription and the Open Offer.

General Meeting means the general meeting of the Company to be convened pursuant to the notice of general meeting included within the Circular.

Group means the group of which the Company is the parent.

Issue Price means 5.5 pence per New Ordinary Share.

Joint Bookrunners means Peel Hunt and finnCap.

London Stock Exchange means London Stock Exchange plc.

Magna means Magna Capital LDA, an entity of which Adonis Pouroulis is a substantial shareholder.

MAR means the Market Abuse Regulation (EU) No.596/2014, as retained and applicable in the UK pursuant to s3 of the European Union (Withdrawal) Act 2018 (as amended).

New Ordinary Shares means the Placing Shares, Subscription Shares and the Open Offer Shares, or any of them.

Notice of General Meeting means the notice of the General Meeting included within the Circular.

Open Offer means the conditional invitation proposed to be made by the Company to Qualifying Shareholders to subscribe for the Open Offer Shares.

Open Offer Shares means up to 64,727,991 new Ordinary Shares which are to be the subject of the Open Offer.

Ordinary Shares means ordinary shares of 1 penny each in the capital of the Company.

Peel Hunt means Peel Hunt LLP, Joint Broker to the Company.

Placees means the institutional investors participating in the proposed Placing.

Placing means the proposed placing by finnCap and Peel Hunt as agent for the Company, of the Placing Shares at the Issue Price on a non-pre-emptive basis, on the terms and conditions set out in the Placing and Open Offer Agreement.

Placing and Open Offer Agreement means the agreement to be entered into between the Company and the Joint Bookrunners in connection with the Placing and the Open Offer.

Placing Shares means new Ordinary Shares which may, pursuant to the Placing, be allotted and issued fully paid up at the Issue Price and admitted to trading on AIM.

Prospectus Regulation means the UK version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 2017 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

Qualifying Shareholders means Shareholders on the register of members of the Company as at the Record Date, excluding certain overseas Shareholders (as further described in the Circular).

Record Date means 6.30 pm on 25 May 2021.

Registrar means Link Group, the registrar to the Company.

Regulation S means Regulation S under the U.S. Securities Act.

Relevant Persons has the meaning given in Appendix 2.

Resolutions means the resolutions set out in the Notice of General Meeting, including the Fundraise Resolutions.

RNS means the regulatory information service approved by the London Stock Exchange for the distribution of AIM announcements.

Shareholders means holders of Ordinary Shares.

Subscription means the proposed subscription for the Subscription Shares at the Issue Price by certain Directors and other investors.

Subscription Shares means the new Ordinary Shares which may, pursuant to the Subscription, be allotted and issued fully paid up at the Issue Price and admitted to trading on AIM.

United Kingdom or **UK** means United Kingdom of Great Britain and Northern Ireland.

United States or **US** means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia.

U.S. Person has the meaning given to such term in Regulation S.

U.S Securities Act means the United States Securities Act of 1933, as amended.

All references in this announcement to "£", "pence" or "p" are to the lawful currency of the United Kingdom. All references to "US\$" or "\$" are to the lawful currency of the United States.