THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document or about what action to take, you should consult your stockbroker, bank manager, solicitor, accountant or other appropriate independent professional adviser authorised under FSMA (as amended) if resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

If you have sold or otherwise transferred all of your shares in Sound Energy plc, please forward this document to the person through whom the sale or transfer was effected, for transmission to the purchaser or transferee. If you have sold or otherwise transferred only part of your shares in Sound Energy plc, please immediately contact the person through whom the sale or transfer was effected.

AIM is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser. AIM securities are not admitted to the Official List of the London Stock Exchange Plc.

SOUND ENERGY PLC

(registered in England and Wales under the Companies Act 2006 with registered number 05344804)

PROPOSED DISPOSAL OF SOUND ENERGY MERIDJA LIMITED

NOTICE OF GENERAL MEETING

Your attention is drawn to the letter from the Chairman of Sound Energy plc (the "Company") set out in this document in which the Directors unanimously recommend that you VOTE IN FAVOUR of the Resolution to be proposed at the General Meeting. The action to be taken in respect of the General Meeting is set out in the letter from the Chairman of the Company.

A notice convening a General Meeting of the Company to be held at, 20 St. Dunstan's Hill, London, England EC3R 8HL at 10:00 am on 16 June 2026 is set out at the end of this document.

Shareholders will not receive a hard copy form of proxy for the General Meeting in the post. Shareholders can vote electronically via the Investor Centre app or by accessing the web browser at https://uk.investorcentre.mpms.mufg.com/. Whether or not you intend to attend the General Meeting in person, please appoint your proxy as soon as possible but, in any event, no later than 10:00 am on 12 June 2026, being 48 hours before the time appointed for the holding of the General Meeting (excluding any part of a day which is not a Business Day). You may request a hard copy proxy form directly from the Registrars by emailing shareholderenquiries@cm.mpms.mufg.com or by calling on 0371 664 0391. To be valid, any hard copy proxy form must be received by post or (during normal business hours only) by hand at MUFG Corporate Markets, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL by no later than 10:00 am on 12 June 2026.

Completion and posting of a form of proxy or submission of an electronic proxy appointment will not prevent you from attending and voting in person at the General Meeting if you wish to do so.

Forward-looking Statements

This document contains statements that are, or may be deemed to be, "forward-looking statements". In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "anticipates", "believes", "could", "envisages", "estimates", "expects", "intends", "may", "plans", "projects", "should", "will" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements relate to matters that are not historical facts. They appear in a number of places throughout this document and include statements regarding the intentions, beliefs and current expectations of the Company or the Directors concerning, *inter alia*, the results of operations, financial condition, liquidity, prospects, growth and strategies of the Group and the industry in which the Group operates. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. The actual results, performance or achievements of the Group or developments in the industry in which the Group operates may differ materially from the future results, performance or achievements or industry developments expressed or implied by the forward-looking statements contained in this document which may not occur. The forward-looking statements contained in this document speak only as at the date of this document. The Company disclaims any obligation to update or revise publicly the forward-looking statements contained in this document to reflect any change in expectations or to reflect events or circumstances occurring or arising after the date of this document, except as required in order to comply with its legal and regulatory obligations (including under the AIM Rules).

CONTENTS

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Publication of this document	29 May 2026
Latest time and date for receipt of forms of proxy and submission of electronic proxy appointments for the General Meeting	10:00am on 12 June 2026
General Meeting	10:00am on 16 June 2026
Announcement of results of General Meeting	16 June 2026
Estimated completion of the Disposal	31 July 2026

All times shown above are London times unless otherwise stated. The dates and times given are indicative only and are based on the Company's current expectations and may be subject to change. If any of the times and/or date above changes, the revised times and/or dates will be notified to Shareholders by announcement through an RIS.

DIRECTORS, SECRETARY AND ADVISERS

Directors:	David Michael Blewden (*Independent Non-Executive Director*) Dr. Christian Bukovics (*Senior Independent Non-Executive Director*) Graham Victor Lyon (*Non-Executive Chairman*) Majid Shafiq (*Chief Executive Officer*)
Company Secretary:	Amba Secretaries Limited 400 Thames Valley Park Drive Reading Berkshire England RG6 1PT
Registered office:	20 St. Dunstan's Hill London England EC3R 8HL
Company website:	www.soundenergyplc.com
Legal advisers to the company:	Pinsent Masons LLP 13 Queen's Road Aberdeen AB15 4YL
Nominated Adviser and Corporate Broker:	Zeus Capital Limited 125 Old Broad Street London EC2N 1AR
Registrar:	MUFG Corporate Markets Central Square 29 Wellington Street Leeds LS1 4DL

PART ONE

LETTER FROM THE CHAIRMAN OF SOUND ENERGY PLC

Directors:	*Registered Office:*
David Michael Blewden	*20 St. Dunstan's Hill*
Dr. Christian Bukovics	*London*
Graham Victor Lyon	*England*
Majid Shafiq	*EC3R 8HL*

29 May 2026

Dear Shareholder

PROPOSED DISPOSAL OF SOUND ENERGY MERIDJA LIMITED

NOTICE OF GENERAL MEETING

1. Introduction

On 26 May 2026 Sound Energy plc (AIM:SOU), the AIM quoted transition energy company, announced it had entered into a binding Sale and Purchase Agreement (the "SPA") for the divestment of the Company's interests in the Tendrara Exploitation Concession (20%), onshore Morocco, by way of the disposal of the entire share capital of Sound Energy Meridja Limited ("SEML") to Managem SA ("Managem"). The Company will receive a total of US$57 million (subject to working capital adjustments) by way of a US$1 consideration for the shares and the repayment of loans made by the Company to SEML.

In addition, the Company announced the relinquishment of its 27.5% interest in the Anoual Exploration Permit and the waiving of any subsisting rights in the Grand Tendrara Exploration Permit. A proposal for the early redemption of its outstanding Eurobonds was also announced; using the proceeds from the disposal of SEML to repurchase the EUR 28.8 million 5.0% Senior Secured Notes (the "Notes") and strengthen the Company's balance sheet.

Summary of key aspects of the transaction:

- Sound Energy's sale of SEML to Managem marks an exit from its long-standing involvement in the Tendrara onshore gas development project;
- Relinquishment of the Company's 27.5% non-operated interest in the Anoual Exploration Permit;
- Waiving of any subsisting rights in the Grand Tendrara Exploration Permit;
- Proposed Eurobond restructuring to repurchase the Notes prior to their December 2027 redemption date offers an opportunity to pay down corporate debt and strengthen the Company's balance sheet;
- The redemption of the Eurobonds is conditional on the completion of the sale of SEML, which *inter alia* is conditional on shareholder approval;
- Post the elimination of balance sheet debt and assuming the transaction completes on 31 July 2026, the Company is expected to be left with a cash balance of US$ 11 million;
- A debt free balance sheet will enable the Company to pursue new ventures within the energy transition space and upstream hydrocarbon opportunities outside of Morocco.

The purpose of this document is to provide you with information on the Disposal, to explain why the Directors consider the Disposal to be in the best interests of the Company and Shareholders and why they recommend that Shareholders vote in favour of the Resolution to be proposed at the General Meeting, as the Directors intend to do in respect of their own beneficial holdings of 918,873 Ordinary Shares, representing approximately 0.4 per cent. of the Company's issued ordinary share capital.

2. Background to, and reasons for, the Disposal

On 12 June 2024 Sound Energy announced that it had farmed out a 55% operating interest in the Tendrara Exploitation Concession to Managem with the development of the concession being split into two distinct phases:

- **Phase I:** A micro-LNG (mLNG) development for gross 54 Bcf of gas with a 10-year “take or pay” contractual agreement with Afriquia Gaz for gross production of 10 mmscfd;
- **Phase II:** A 120 km pipeline development for an additional gross 128 Bcf of gas via a Gas Sales Agreement (GSA) with ONEE.

Notwithstanding the material progress that the Operator, Mana Energy Ltd (55%), a wholly owned subsidiary of Managem, has made with respect to Phase I of the development, including conversion of the ItalFluid Geoenergy S.r.l (“ItalFluid”) contract from a vendor financing contract to a traditional Engineering, Procurement and Construction (EPC) contract, the timetable for first gas has evolved as the project has progressed through the construction and commissioning phase. First gas from the project, originally anticipated in October 2025, is now expected in Q3 2026. During this period the project has also experienced broader industry inflationary pressures affecting both capital and operational expenditure and the Final Investment Decision (FID) on Phase II of the development remains subject to further evaluation by the joint venture partners.

Against this backdrop, and following a strategic review of its portfolio and capital allocation priorities, the Board of Sound Energy concluded that the proposed sale of SEML, together with the Company’s exit from the Anoual and Grand Tendrara Exploration Permit, represents an attractive opportunity to realise value from the Company’s Moroccan exploration and production portfolio while significantly reducing future funding requirements and allowing the Company to focus on its next phase of growth, including energy transition opportunities in Morocco and internationally.

Proceeds from the sale of SEML facilitates the elimination of the Company’s balance sheet debt and re-position the Company as a debt free company in the energy transition space, better able to access the equity and debt capital markets to pursue cash generative deals in the renewables energy sector and hydrocarbon production opportunities outside of Morocco.

Should the Disposal complete on 31 July 2026, it is anticipated that, post repayment of all its debts, the Company will have a cash balance of US$11 million.

There are currently no profits generated by the assets which are the subject of the Disposal.

No shares or securities in the capital of the Company are being issued pursuant to the Disposal.

3. Background to Managem

Managem is an international mining group, listed on the Casablanca Stock Exchange, with resolutely African roots, with a presence in seven countries across the continent. Initially present in metals such as cobalt, copper and zinc, it has since diversified into precious metals, with silver and gold. Today, Managem employs 5,000 people of 28 nationalities in 13 mining operations and 20 industrial units, all on the African continent.

Mana Energy Limited, a wholly owned subsidiary of Managem, is the Operator of the Tendrara Exploitation Concession (55%) and Operator of the Anoual Exploration Permit (47.5%) onshore Morocco. It was also the Operator of the Grand Tendrara Exploration Permit (47.5%) prior to its expiry.

4. AIM Rule 15

In view of the relative size of the Disposal to the Company, the Disposal is deemed to result in a fundamental change of the business of the Company for the purpose of Rule 15 of the AIM Rules and it is therefore conditional upon the approval of Shareholders.

As the Disposal will result in the Company divesting of all, or substantially all, of its existing trading business, activities and assets, the Company will be deemed to become an AIM Rule 15 Cash Shell following Completion of the Disposal and will be required to make an acquisition or acquisitions which constitutes a reverse takeover under AIM Rule 14 within six months of Completion.

In the event the Company does not complete a reverse takeover under AIM Rule 14 within such six-months period or seek readmission to trading on AIM as an investing company pursuant to AIM Rule 8, the Company's ordinary shares would be suspended from trading pursuant to AIM Rule 40. Thereafter, if such a transaction has not been completed within a further six-month period, admission to trading on AIM of the Company's ordinary shares would be cancelled.

Following Completion, the Board intends to evaluate opportunities for a reverse takeover within the period required by AIM Rule 15, focused on the energy transition sector and on upstream hydrocarbon opportunities outside Morocco, as described in section 2 of this Part One. The Board considers that the Company's expected cash balance of approximately US$11 million on Completion will be sufficient to fund the Company's operating expenses during the six-month period referred to above.

5. Financial Information

For the year ended 31 December 2025, SEML which is the subject of the Disposal generated a loss of approximately £1m attributable to the Group. The net assets of SEML attributable to the Group as at 31 December 2025 were £28.7 million.

The gross proceeds receivable by the Company on Completion will be US$57 million (subject to working capital adjustments). After the application of those proceeds to redeem the Notes (in the aggregate principal amount of EUR 25.32 million) and discharge of the Company's other balance sheet debt and the costs of the Disposal, the Company is expected, on Completion (assumed for these purposes to occur on 31 July 2026), to have a cash balance of approximately US$11 million and no material indebtedness. Following Completion, the Company will be an AIM Rule 15 Cash Shell and will have no trading operations until it completes a reverse takeover under AIM Rule 14 or is readmitted to trading as an investing company under AIM Rule 8.

Audited accounts for the Group for the year ended 31 December 2025 are available on the Company's website at www.soundenergyplc.com.

6. Summary of the SPA Terms

(i) Parties

The SPA was entered into on 26 May 2026 between the Company, Arran and Managem for the sale and purchase of the entire issued share capital of SEML.

(ii) Consideration

Managem has agreed to purchase the shares in SEML for a total consideration of US$ 1 (the "**Consideration**").

(iii) Repayment of Loan

At Completion, SEML shall repay to the Company an amount equal to US$57,000,000 less the Net Debt at Completion plus Completion Working Capital.

The Completion Working Capital includes Cash, SEML's accrued liability to the Tendrara joint venture account, and the value of equipment inventory, at 31 December 2025 and excludes the accrued liability relating to that joint venture account, and the value of equipment inventory, at Completion. Managem has agreed to procure that Mana Energy Limited does not issue any cash calls or invoices to SEML until Completion or the Disposal terminates (as the case may be).

The remainder of the loan advanced by the Company to SEML shall be capitalised by the issue to the Company of new fully paid up ordinary shares in the capital of SEML. Such shares, together with the existing ordinary shares in the capital of SEML, will be acquired by Managem on Completion for the consideration stated above.

(iv) Conditions to Completion

Completion of the SPA is conditional upon:

a) notification of the Disposal to the Moroccan Minister of Energy and the absence of receipt of a refusal or objection from the Moroccan Minister of Energy;

b) receipt of the written authorisation of the Foreign Exchange Office (Office des Changes) and all necessary antitrust clearances, as applicable, having been obtained;

c) no Material Adverse Change having occurred;

d) the release of the Seller's Group Assurances;

e) the approval by Managem's board of directors within thirty (30) days as from Exchange Date;

f) the consent of the Company's shareholders for the purposes of Rule 15 of the AIM Rules and the passing at a duly convened general meeting of the Company, of the resolutions set out in the Notice of General Meeting such passing of resolutions to occur no later than the date which is twenty (20) days after Managem has confirmed to the Company approval of Managem's board of directors;

g) receipt of written confirmation from the Moroccan Ministry of Energy and the ONHYM that Mana Energy Limited shall be eligible to be awarded the participating interests to be relinquished by Arran in the Anoual Exploration Permit; and

h) confirmation that, subject to payment of all amounts due, the existing pledges over the shares of SEML will be released at Completion;

(each a "**Condition Precedent**" and, together, the "**Conditions Precedent**").

If the Conditions Precedent are not satisfied or waived within 3 months from the Exchange Date or such later date as the parties to the SPA may agree in writing (the "**Longstop Date**"), then the Longstop Date shall be automatically extended by a period of 1 month. If the Conditions Precedent are not satisfied or waived by the Longstop Date as so extended, then the SPA shall terminate.

(v) **Anoual Exploration Permit and Grand Tendrara Exploration Permit**

On 14 June 2024, an agreement was entered into for the sale by the Company to Managem of Sound Energy Morocco East Limited (the "2024 SPA"). That sale completed in December 2024.

At Completion of the disposal of SEML, the Company shall release its rights to the contingent consideration of US$1.5 million under the 2024 SPA (which is payable one year after first gas production from Tendrara Phase 2) and the parties to the 2024 SPA shall release each other from the deferred consideration provisions of the 2024 SPA (which relate to Managem's carry obligations in relation to the Grand Tendrara Exploration Permit which has expired and the Tendrara and Anoual interests which are held by Sound Energy Meridja, the entity which is the subject of the Disposal).

Arran holds a 27.5% participating interest in the Anoual Exploration Permit and, prior to the expiry of the Grand Tendrara Exploration Permit, held a 27.5% participating interest that permit. As part of the Company's revised strategic orientation and subject to Completion, Arran intends to relinquish all of its interests in the Anoual Exploration Permit and to waive any rights subsisting in connection with the Grand Tendrara Exploration Permit following its expiry. Managem has expressed its willingness, upon such relinquishment by Arran, to assume all exploration and production activities relating to the Anoual Exploration Permit and the Grand Tendrara Exploration Permit.

(vi) **Warranties and Limitations on Liability**

The Company has given to Managem warranties which are customary for a transaction of this nature including, amongst other things: its capacity to enter into the SPA, its solvency, title, accounts, litigation, tax, licences, insurance, employment, contracts, environmental matters and compliance with laws. The warranties are repeated at Completion.

The aggregate liability of the Company in respect of all claims (other than a claim for breach of title and other fundamental warranties) shall not exceed 30% of the sum of the amounts which the Company receives at Completion (by way of the consideration for the shares and the repayment of loans). The aggregate liability of the Company in respect of all claims shall not exceed such amount which the Company receives at Completion. The Company shall not be liable in respect of a claim unless written notice is given by Managem within 18 months after Completion (other than in respect of a tax claim) or within five years of Completion (in respect of a tax claim).

These limitations would not apply in the case of fraud or fraudulent concealment.

(vii) **Pre-Completion Arrangements**

The SPA contains customary provisions governing the conduct of SEML in the period between the Exchange Date and Completion.

(viii) **Miscellaneous**

The SPA contains other customary provisions, such as confidentiality obligations. The SPA is governed by English law.

7. General Meeting

The Disposal constitutes a fundamental change of the Company's business for the purposes of Rule 15 of the AIM Rules and is therefore subject to the approval of the Shareholders at the General Meeting.

Set out at the end of this document is a Notice of General Meeting to be held at Sound Energy plc, 20 St. Dunstan's Hill, London EC3R 8HL at 10:00 am on 16 June 2026 at which the Resolution will be proposed.

The Resolution is being proposed as an ordinary resolution and will require approval by a simple majority of those votes cast (by persons present in person or by proxy) at the General Meeting for the Resolution to be passed.

Completion is conditional, *inter alia*, on the Shareholders passing the Resolution being proposed at the General Meeting. If the Shareholders do not pass the Resolution, Completion of the Disposal will not proceed.

8. Action to be Taken

Shareholders will not receive a hard copy form of proxy for the General Meeting in the post. Shareholders can vote electronically via the Investor Centre app or at https://uk.investorcentre.mpms.mufg.com/. Proxy votes should be submitted as early as possible and, in any event, by no later than 10:00 am on 12 June 2026.

You may request a hard copy proxy form directly from the Registrars by emailing shareholderenquiries@cm.mpms.mufg.com or by calling on 0371 664 0391. To be valid, any hard copy proxy form must be received by post or (during normal business hours only) by MUFG Corporate Markets, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL by no later than 10:00 am. on 12 June 2026.

For a proxy appointment to be valid, your appointment must be received not later than 10:00 am on 12 June 2026, being 48 hours (excluding non-Business Days) before the time appointed for holding the General Meeting. Submission of an electronic proxy appointment or completion of a form of proxy will not preclude you from attending the meeting and voting in person if you so choose.

If you have any queries in relation to the appointment of a proxy you may call the Shareholder helpline on 0371 664 0391 (for calls from within the United Kingdom) and +44 (0) 371 664 0391 (for calls from outside the United Kingdom) between 9.00 am and 5.30 pm (GMT) Monday to Friday (excluding public holidays in England and Wales). Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Please note that calls to these numbers may be monitored or recorded. Please note that the Shareholder helpline will not provide advice on the merits of the Resolution to be proposed at the General Meeting, or give any personal, legal, financial or tax advice. Alternatively, you can email at shareholderenquiries@cm.mpms.mufg.com.

If you hold your Ordinary Shares in uncertificated form in CREST, you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual. Further details are also set out in the notes accompanying the Notice of General Meeting at the end of this document. Proxies submitted by CREST must also be received as soon as possible and in any event not later than 10:00 am on 12 June 2026 being 48 hours (excluding non-Business Days) before the time appointed for holding the General Meeting. If you are an institutional investor you may also be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io.

9. Recommendation and Voting Intentions

The Directors consider the Disposal to be in the best interests of the Company and its Shareholders as a whole. Accordingly, the Directors unanimously recommend that the Shareholders vote in favour of the Resolution to be proposed at the General Meeting, as the Directors intend to do in respect of their own beneficial holdings of 918,873 Ordinary Shares, representing approximately 0.4 per cent. of the Company's existing Ordinary Shares.

Yours faithfully

Graham Lyon
Chairman

PART TWO

DEFINITIONS AND GLOSSARY

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

"**AIM**"	the market of that name operated by the London Stock Exchange
"**AIM Rules**"	together, the AIM Rules for Companies and the AIM Rules for Nominated Advisers
"**AIM Rules for Companies**"	the AIM Rules for Companies published by the London Stock Exchange, as amended from time to time
"**AIM Rules for Nominated Advisers**"	the AIM Rules for Nominated Adviser published by the London Stock Exchange, as amended from time to time
"**Anoual Exploration Permit**"	the Anoual exploration permit as defined in the Petroleum Agreement related to the Anoual exploration permit, and approved by joint decision of the Minister in charge of Energy and the Minister in charge of Finance No 2401-17 on 31 August 2017, and published in the Official Bulletin No 6618 dated on 2 November 2017 which granted the exclusive right to carry out petroleum activity in five (5) exploration permit areas referred to as "ANOUAL I", "ANOUAL II", "ANOUAL III", "ANOUAL IV" and "ANOUAL V"
"**Arran**"	Arran Energy Holdings Limited, a company incorporated in the British Virgin Islands, with its registered address at Flemming House, Wickhams Cay, PO Box 622, Road Town, Tortola, VG 1110, British Virgin Islands, and with its business address at 4th Floor 20 St. Dunstan's Hill, London EC3R 8HL
"**Board**" or "**Directors**"	the directors of the Company, whose names are set out on page 4 of this document
"**Business Day**"	a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London, England
"**Company**"	Sound Energy plc, a company incorporated in England (Company Number 05344804) with its registered office at 20 St. Dunstan's Hill, London EC3R 8HL
"**Completion**"	completion of the Disposal pursuant to the terms of the SPA
"**CREST**"	the relevant system (as defined in the CREST Regulations) for the paperless settlement of share transfers and the holding of shares in uncertificated form in respect of which Euroclear UK & International is the operator (as defined in the CREST Regulations) in accordance with which securities may be held and transferred in uncertificated form
"**CREST Manual**"	means the rules governing the operation of CREST as published by Euroclear
"**CREST Regulations**"	the Uncertificated Securities Regulations 2001 (SI 2001/3755) as amended from time to time, and any applicable rules made under those regulations
"**Disposal**"	the sale of the entire issued share capital of Sound Energy Meridja Limited by the Company to Managem SA
"**Exchange Date**"	26 May 2026, being the date of the SPA
"**FSMA**"	the UK Financial Services and Markets Act 2000 (as amended)
"**General Meeting**" or "**GM**"	the General Meeting of the Company to be held at Sound Energy plc, 20 St. Dunstan's Hill, London EC3R 8HL at 10:00 am

	on 16 June 2026, notice of which is set out at the end of this document
"**Grand Tendrara Exploration Permit**"	the Grand Tendrara exploration permit as defined in the petroleum agreement related to Grand Tendrara exploration permit, and approved by joint decision of the Minister in charge of Energy and the Minister in charge of Finance No 3230-18 on 1 October 2018, and published in the Official Bulletin No 6732 dated on 6 December 2018 which granted the exclusive right to carry out petroleum activity in the eight (8) exploration permit areas referred to as "GRAND TENDRARA I", "GRAND TENDRARA II", "GRAND TENDRARA III", "GRAND TENDRARA IV", "GRAND TENDRARA V ", "GRAND TENDRARA VI", "GRAND TENDRARA VII" and "GRAND TENDRARA VIII", which expired on 30 September 2024
"**Group**"	means the Company and its subsidiary undertakings
"**London Stock Exchange**"	London Stock Exchange plc
"**Managem**"	Managem SA, a joint stock company incorporated in Morocco (Casablanca trade register under no. 17883) with its registered office at Twin Center, Tower A, Corner of Boulevards Zerktouni and Al Massira Al Khadra, BP 5199, Casablanca, Morocco
"**Material Adverse Change**"	means (a) the suspension, non-renewal of or withdrawal of an administrative permit, license, registration, permission authorisation or consents granted to SEML in relation to its assets by the relevant authorities and which is necessary for SEML to carry on its business as carried on at the date of the SPA; or (b) the termination or cancellation of the petroleum agreement or the association contract in respect of the Tendrara Exploitation Concession, which is, or is reasonably likely to have, whether individually or in the aggregate, a materially adverse effect on the business, assets (including the assets), prospects, financial condition and/or commercial results of operations of SEML
"**Net Debt**"	means the Debt of SEML less Cash, in each case at Completion For this purpose, (i) "Cash" means all cash and cash equivalents held by or on behalf of SEML at Completion) excluding any amount forming part of Completion Working Capital; and (ii) "Debt" excludes: (a) the loan advanced to SEML by the Company; (b) ordinary course trade payables (other than any amounts recharged or invoiced to SEML by the Company); (c) any amount deducted in calculating the Completion Working Capital; and (d) the accrued liability to the Tendrara joint venture account
"**Notice of General Meeting**"	the notice convening the General Meeting set out in Part Three of this document
"**ONHYM**"	means l'Office National des Hydrocarbures et des Mines, the national oil company of Morocco
"**Ordinary Shares**"	Ordinary shares of 0.1 pence each in the capital of the Company
"**Registrars**"	MUFG Corporate Markets, Central Square, 29 Wellington Street, Leeds LS1 4DL
"**Regulatory Information Service**" or "**RIS**"	one of the regulatory information services authorised by the London Stock Exchange to receive, process and disseminate information in respect of AIM quoted companies
"**Resolution**"	the resolution proposed to be passed by Shareholders at the General Meeting, as set out in the Notice of General Meeting
"**Seller's Group Assurances**"	means any guarantee, security, indemnity, counterindemnity, letter of comfort or other commitment or obligation given by or binding

	on any member of the Group to any third party in respect of any liability or obligation of SEML
"**SEML**"	Sound Energy Meridja Limited, a company incorporated in England (Company Number 10171798) with its registered office at 20 St. Dunstan's Hill, London EC3R 8HL
"**Shareholders**"	holders of the Ordinary Shares
"**SPA**"	has the meaning given to it in section 1 of Part One of this document
"**Tendrara Exploitation Concession**"	the exploitation concession, granted by Decree no. 2-18-634 dated 13 August 2018 and effective 6 September 2018 (being the date of publication in the Moroccan Official Bulletin) in favour of l'Office National des Hydrocarbures et des Mines, the national oil company of Morocco, Mana Energy Limited and SEML, for the Tendrara area, onshore Kingdom of Morocco, issued by the Head of Government, Morocco
"**UK**" or "**United Kingdom**"	the United Kingdom of Great Britain and Northern Ireland
"**United States**" or "**US**"	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
"**US$**" or "**Dollars**"	United States dollars, the lawful currency of the United States.

PART THREE

NOTICE OF GENERAL MEETING

SOUND ENERGY PLC

(registered in England and Wales under the Companies Act 2006 with registered number 05344804)

NOTICE IS HEREBY GIVEN that a general meeting of Sound Energy plc (the "**Company**") will be held at 20 St. Dunstan's Hill, London, England, EC3R 8HL at 10:00 am on 16 June 2026 for the purpose of considering and, if thought fit, passing the following resolution.

ORDINARY RESOLUTION

THAT the sale of the entire issued share capital of Sound Energy Meridja Limited by the Company to Managem SA (the "**Disposal**") on the terms set out within the SPA (as defined and described in this circular sent to shareholders on 29 May 2026**)** be approved, and that the Directors of the Company be and are hereby authorised to waive, amend, vary or extend any of the terms and conditions of the Disposal and/or the SPA, and to do all such things that they may consider necessary or desirable in connection with the Disposal and/or the SPA, being a disposal resulting in a fundamental change of business for the purposes of Rule 15 of the AIM Rules for Companies.

By order of the Board

AMBA Secretaries Limited
Company Secretary

Registered Office:
20 St. Dunstan's Hill
London
England
EC3R 8HL

29 May 2026

Notes:

1. Any member entitled to attend, vote and speak at the meeting convened by the above notice is entitled to appoint one or more proxies to attend, speak and vote at the meeting instead of him. A proxy need not be a member of the Company. More than one proxy may be appointed to exercise the rights attaching to different shares held by the member, but a member may not appoint more than one proxy to exercise rights attached to any one share. A proxy need not be a member of the Company. You will not have received a hard copy proxy for the General Meeting in the post. You can instead submit your proxy vote electronically. You may also request a hard copy proxy form from the Registrars. Full details of how to vote are set out below.

2. Proxy Voting: As you will not have received a hard copy proxy for the General Meeting in the post, you can vote electronically via the Investor Centre, a free app for smartphone and tablet provided by MUFG Corporate Markets (the company's registrar). It allows you to securely manage and monitor your shareholdings in real time, take part in online voting, keep your details up to date, access a range of information including payment history and much more. The app is available to download on both the Apple App Store and Google Play, or by scanning the relevant QR code below. Alternatively, you may access the Investor Centre via a web browser at: https://uk.investorcentre.mpms.mufg.com/.

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   If you need help with voting online, or require a paper proxy form, please contact our Registrar, MUFG Corporate Markets by email at shareholderenquiries@cm.mpms.mufg.com, or you may call on 0371 664 0391. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales. Any power of attorney or other authority under which the proxy is submitted must be returned to the Company's Registrars, MUFG Corporate Markets, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL. If a paper form of proxy is requested from the registrar, it should be completed and returned to MUFG Corporate Markets, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL to be received not less than 48 hours before the time of the meeting.

3. Please indicate the proxy holder's name and the number of shares in relation to which they are authorised to act as your proxy (which, in aggregate, should not exceed the number of shares held by you) in the boxes indicated. Please also indicate if the proxy instruction is one of multiple instructions being given.

4. Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, the time by which a person must be entered on the register of members in order to have the right to attend and vote at the General Meeting is close of business two days (excluding any part of a day that is not a working day) prior to the time for holding the meeting, or if the meeting is adjourned close of business two days (excluding any part of a day that is not a working day) prior to the time for holding the adjourned meeting. Changes to entries on the register of members after that time will be disregarded in determining the right of any person to attend or vote at the meeting.

5. CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by utilising the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting

service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

6. In order for a proxy appointment made by means of CREST to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & International Limited's (EUI) specifications and must contain the information required for such instructions, as described in the CREST Manual. The message must be transmitted so as to be received by the issuer's agent (RA10) not less than 48 hours before the time appointed for the meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST applications host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

7. CREST members and, where applicable, their CREST sponsors or voting service providers should note that EUI does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST proxy instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

8. The Company may treat as invalid a CREST proxy instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

9. If you are an institutional investor you may also be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by not less than 48 hours before the time appointed for the meeting in order to be considered valid or, if the meeting is adjourned, by the time which is 48 hours before the time of the adjourned meeting. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy. An electronic proxy appointment via the Proxymity platform may be revoked completely by sending an authenticated message via the platform instructing the removal of your proxy vote.

10. Unless otherwise indicated on the Form of Proxy, CREST voting, Proxymity or any other electronic voting channel instruction, the proxy will vote as they think fit or, at their discretion, withhold from voting.

11. In the case of joint holders, the vote of the senior holder who tenders a vote whether in person or by proxy will be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

12. In the case of a corporation, the form of proxy must be executed.