

SUPPLEMENTAL TRUST DEED

[●] 2023

**SOUND ENERGY PLC
as Issuer**

AND

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
as Trustee and Security Trustee**

**to the
Trust Deed**

relating to EUR 28,800,000 5.0 PER CENT. SENIOR SECURED NOTES DUE 2027

**issued by
SOUND ENERGY PLC**

THIS SUPPLEMENTAL TRUST DEED is made on [●] 2023

BETWEEN:

- (1) **Sound Energy plc**, a public limited company incorporated in England and Wales (the "**Issuer**"); and
- (2) **BNY Mellon Corporate Trustee Services Limited** as Trustee and Security Trustee (the "**Trustee**" or the "**Security Trustee**", which expression shall, where the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of the Trust Deed) as trustee for the Noteholders (as defined in the Trust Deed).

WHEREAS:

- (A) This Supplemental Trust Deed is supplemental to, and forms part of, the trust deed dated 21 June 2016 as supplemented by the supplemental trust deed dated 8 January 2018 and a supplemental trust deed dated 14 April 2021 (the "**Original Trust Deed**") relating to EUR 28,800,000 5.0 per cent. senior secured Notes due 2027.
- (B) The Issuer has requested the Trustee and the Security Trustee to enter into this Supplemental Trust Deed to concur in making the modifications referred to in Clause 2 below.
- (C) The Trustee and the Security Trustee are entering into this Supplemental Trust Deed acting on the instructions of the Noteholders.

THIS SUPPLEMENTAL TRUST DEED witnesses and it is declared as follows:

1. INTERPRETATION

1.1 Definitions

Save as expressly provided in this Supplemental Trust Deed, all expressions defined in the Original Trust Deed shall, unless there is anything in the subject or context inconsistent therewith, have the same meanings in this Supplemental Trust Deed.

2. MODIFICATION

With effect from the date of this Supplemental Trust Deed, the provisions of the Original Trust Deed are hereby modified as follows:

- 2.1 Condition 5.1 (*Interest Rate and Interest Payment Dates*) is deleted in its entirety and replaced as follows:

"5.1 Interest Rate and Interest Payment Dates

The Notes bear interest from and including 21 June 2016 (the "**Issue Date**") at the rate of (i) 5.0 per cent. per annum with respect to the Interest Periods beginning on 21 June 2016 and ending on (but excluding) 21 June 2021; and (ii) 5.0 per cent. per annum with respect to the Interest Periods beginning on 21 June 2021 and ending on (but excluding) 21 December 2027, of which 40.0 per cent. will be payable quarterly in arrears on 21 March, 21 June, 21 September and 21 December, in each year (each an "**Interest Payment Date**"), beginning on 21 June 2021, and 60.0 per cent. shall be rolled-up (the "**Deferred Interest**") and payable on the redemption of the Notes, subject as provided

in Condition 6 (*Payments*). The accrued Deferred Interest shall not accrue interest, be included in any calculations for the purposes of this Condition 5.1 (*Interest Rate and Interest Payment Dates*) or be added to the principal amount of the Notes. Each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

2.2 Condition 5.5 (*Amortisation payments*) is deleted in its entirety.

3. FULL FORCE AND EFFECT

Save as expressly modified by this Supplemental Trust Deed, the Original Trust Deed shall remain in full force and effect. The Original Trust Deed and this Supplemental Trust Deed shall henceforth be read and construed in conjunction as one deed.

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Supplemental Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Trust Deed. This does not affect any right or remedy of any person which exists or is available apart from that Act.

5. TRUSTEE AND SECURITY TRUSTEE

5.1 Each party hereto acknowledges that the Trustee and the Security Trustee have entered into this Supplemental Trust Deed on the instructions of the Noteholders.

5.2 The Trustee and the Security Trustee enter into this Supplemental Trust Deed solely for the better enforcement of their rights and the rights of the Noteholders under the Original Trust Deed and for the purposes of obtaining the benefit for themselves and the Noteholders of the covenants and undertakings of the other parties hereto and the Trustee and the Security Trustee shall not assume or have any obligations, responsibilities or liabilities to any of the other parties hereto solely by reason of their execution of this Supplemental Trust Deed.

6. FEES, COSTS AND EXPENSES

The Issuer shall promptly, following the written demand of the Trustee and the Security Trustee, reimburse the Trustee and the Security Trustee for all fees, costs, charges and expenses properly incurred by the Trustee and the Security Trustee in connection with the negotiation, preparation and execution or purported execution of this Supplemental Trust Deed and the completion of the matters herein contemplated.

7. GOVERNING LAW AND JURISDICTION

Clause 19 (*Governing law and Jurisdiction*) of the Original Trust Deed shall also apply to this Supplemental Trust Deed *mutatis mutandis*.

8. COUNTERPARTS

This Supplemental Trust Deed may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed, and any party to this Supplemental Trust Deed may enter into the same by executing and delivering a counterpart.

SIGNATORIES

The Issuer

Executed as a deed on behalf of)
SOUND ENERGY PLC)
acting by a Director in the presence of:)

.....
Name:
Title: Director

.....
Signature of witness

Witness Name:
.....
Witness Address:
.....
.....
Witness Occupation:
.....

The Trustee and the Security Trustee

Executed as a deed on behalf of)
BNY MELLON CORPORATE TRUSTEE)
SERVICES LIMITED)
acting by two Directors:

.....
Name:
Title: Director
.....
Name:
Title: Director