

## COST COVERAGE LETTER

**To: Deltic Energy Plc**  
1st Floor  
150 Waterloo Road  
London  
SE1 8SB  
(**“Deltic”** or **“you”**)

**From: RockRose Energy Ltd**  
Viaro House  
5<sup>th</sup> Floor  
20-23 Holborn  
London  
EC1N 2JD  
(**“we”** or **“us”**)

25 June 2025

### Re: Cost Coverage Arrangement

#### **1 Introduction**

- 1.1 We refer to the indicative offer letter dated 30 April 2025 sent by us to you, regarding the proposed acquisition by or on behalf of us of the entire issued and to be issued share capital of Deltic at a price of 7.46p per share, to be implemented by way of a court sanctioned scheme of arrangement (the **“Scheme”**) in accordance with Part 26 of the Companies Act 2006 (the **“Act”**) or by way of an Offer (the **“Proposed Acquisition”**).
- 1.2 This letter sets out the terms upon which we are prepared to reimburse you for the Costs you incur in connection with the Proposed Acquisition in such circumstances where a Trigger Event (as defined below) occurs.

#### **2 Cost Coverage Arrangement**

- 2.1 In consideration for you engaging in discussions with us in relation to the Proposed Acquisition, subject to paragraphs 2.2 and 2.3, we undertake to pay, or procure the payment of, all Costs to you in accordance with the terms of this letter, in the event that:
- (a) prior to the release of the Announcement, we (i) cease discussions and negotiations regarding the Proposed Acquisition or (ii) materially change the terms of the Proposed Acquisition, including reducing the indicative offer price communicated to you on 30 April 2025 (the **“Offer Price”**), it being noted that any reduction to the Offer Price is a material change;
  - (b) we announce that we do not intend to make or proceed with the Proposed Acquisition and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.7 of the Code at the same time;

- (c) following release of the Announcement, a Condition has become incapable of fulfilment or satisfaction, unless such Condition has become incapable of fulfilment or satisfaction as a direct result of Deltic failing to provide information to us or a Third Party which is within its control to provide and which is required to be provided in respect of a Third Party clearance; or
  - (d) if the Scheme is withdrawn or lapses, or the Offer lapses, for the purposes of the Code,each event described in this paragraph 2.1(a) to 2.1(d) (inclusive), being a “**Trigger Event**”.
- 2.2 Nothing in paragraph 2.1 shall apply and no Costs shall be payable by us if, prior to a Trigger Event occurring:
  - (a) a third party announces a firm intention to make an offer or revised offer (whether or not subject to the satisfaction or waiver of any pre-conditions) for Deltic, which is publicly recommended by the Deltic Directors;
  - (b) a Deltic Board Adverse Recommendation Change occurs other than a Deltic Board Adverse Recommendation Change set out in 2 (i), (ii) and (iii) in the definition of Deltic Board Adverse Recommendation Change;
  - (c) a Competing Proposal completes, becomes effective or becomes or is declared unconditional; or
  - (d) the Scheme becomes incapable of becoming effective as a result of the failure to obtain the requisite majorities of shareholder approval by the Deltic Shareholders at the shareholder meetings required to approve or implement the Scheme (including the General Meeting and the Court Meeting), provided that such failure is not attributable to any breach by us of our obligations under this agreement or any act or omission by us in bad faith or which materially prejudices the ability of the Scheme to be implemented.
- 2.3 The parties to this letter irrevocably agree, having taken appropriate advice, that the payment of Costs, subject to any maximum amount, is fair and reasonable so far as the parties are concerned if a Trigger Event occurs (subject to paragraph 2.2).
- 2.4 If the Costs are to be paid by us in accordance with paragraphs 2.1 and 2.2:
  - (a) we shall make or procure the payment of an amount equal to the Costs to the Deltic Bank Account within 10 Business Days of receipt by us from you of an invoice setting out in reasonable detail the Costs incurred or paid by you; and
  - (b) except in the case of fraud, your right to receive the relevant Costs shall be your sole and exclusive remedy against us for any and all losses and damages suffered in connection this letter and the cost coverage arrangements contemplated by this letter. In no event shall we be required to pay Costs more than once.

### 3 Notices

- (a) A notice under or in connection with this letter (a “**Notice**”) shall be:
  - (i) in writing;

- (ii) in the English language; and
- (iii) delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by email to the party due to receive the Notice at the address specified in paragraph 3(b) (or to another address specified by that party by not less than seven days' written notice to the other party).

(b) The address referred to in paragraph 3(a)(iii) is:

(i) in the case of us:

(A) Address:

[REDACTED]

(B) Email:

[REDACTED]

Marked for the attention of Francesco Mazzagatti and a copy to (but such copy shall not constitute Notice):

Address:

[REDACTED]

Email:

[REDACTED]

Marked for the attention of Andrew Akintewe

(ii) in the case of you:

(A) Address:

[REDACTED]

(B) Email:

[REDACTED]

Marked for the attention of Andrew Nunn and a copy to (but such copy shall not constitute Notice):

Address:

[REDACTED]

Email:

[REDACTED]

Marked for the attention of Nick Garland (Partner)

## 4 General

- 4.1 This letter should not be construed as an offer to enter into any transaction with you or any of your Associates.
- 4.2 This letter is strictly confidential and the terms of the non-disclosure agreement entered into between Deltic and us dated 16 May 2025 in relation to the Proposed Acquisition, shall apply *mutatis mutandis*, as if Confidential Information (as defined therein) included the existence of this letter and its contents.
- 4.3 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 4.4 A person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 4.5 This letter and any non-contractual obligations arising out of or in connection with this letter is governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or matter arising out of or relating to this letter.
- 4.6 Subject to paragraph 4.7, this agreement shall terminate with immediate effect and all rights and obligations of the parties under this agreement shall cease immediately as follows:
- (a) if agreed in writing between the parties, at any time prior to the Effective Date; or
  - (b) upon the Effective Date.
- 4.7 Termination of this agreement shall be without prejudice to the rights of either party that have or may have arisen at or prior to termination.

## 5 Definitions:

- 5.1 In this letter, the following words shall have the following meanings:

“**Act**” has the meaning given to it in paragraph 1.1 of this letter;

“**Announcement**” means the announcement detailing the terms and conditions of the Proposed Acquisition to be made pursuant to Rule 2.7 of the Code;

“**Associates**” means, in respect of a party, that party’s directors, officers, advisers, agents, employees, subsidiaries and subsidiary undertakings and the directors, officers, advisers, agents and employees of that party’s subsidiaries or subsidiary undertakings;

“**Board**” means the board of directors of Deltic from time to time;

“**Business Day**” means any day (excluding any Saturday or Sunday or any public holiday in England) on which banks in the City of London are generally open for business;

**“Code”** means the City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel;

**“Competing Proposal”** means:

- (a) an offer (including a partial offer, exchange or tender offer), merger, acquisition, dual-listed structure, scheme of arrangement, reverse takeover, whitewash transaction and/or business combination (or the announcement of a firm intention to do the same), the purpose of which is to acquire, directly or indirectly, 30 per cent. or more of the issued or to be issued ordinary share capital of Deltic (when aggregated with the shares already held by the acquirer and any person acting or presumed or deemed to be acting in concert with the acquirer) or any arrangement or series of arrangements which results in any party acquiring, consolidating or increasing “control” (as defined in the Code) of Deltic;
- (b) the acquisition (or announcement of a proposed acquisition) or disposal, directly or indirectly, of all or a significant proportion of the business, assets and/or undertakings of the Deltic Group, calculated by reference to any of its revenue, profits, value or assets taken as a whole;
- (c) a demerger, any material reorganisation and/or liquidation (or proposed demerger, material reorganisation and/or liquidation) involving all or a significant portion of the Deltic Group, calculated by reference to any of its revenue, profits or value taken as a whole; or
- (d) any other transaction (or the announcement of a proposed transaction) which would be substantially alternative to, or inconsistent with, or would be reasonably likely materially to preclude, impede or delay or otherwise prejudice, be an alternative to, or inconsistent with, the implementation of the Proposed Acquisition (including, for the avoidance of doubt, any transaction or arrangement which would constitute a substantial transaction, reverse takeover or fundamental change of business for the purposes of the AIM Rules undertaken by Deltic),

in each case which is not effected (or proposed to be effected) by or on behalf of us or an entity ultimately controlled by us or our affiliates (or a person acting in concert with either) or at the agreement of us or an entity ultimately controlled by us or our affiliates and, in each case, whether implemented in a single transaction or a series of transactions and whether conditional or otherwise;

**“Condition”** means a condition to implementation of the Proposed Acquisition set out in the Announcement;

**“Costs”** means the reasonable documented legal and financial fees, costs and expenses of your professional and other advisers and suppliers (including, but not limited to, Allenby Capital Limited, DAC Beachcroft LLP, Counsel, Share Registrars Limited (as registrars and receiving agent) and printers) reasonably and properly incurred or paid in connection with the Proposed Acquisition up to and including the date of the relevant Trigger Event, up to a maximum aggregate amount of either (i) prior to the release of the Announcement, £120,000 (excluding any amounts of VAT payable thereon) or (ii) following the release of the Announcement, £650,000 (excluding any amounts of VAT payable thereon);

**“Court Meeting”** shall have the meaning set out in the Announcement;

**“Deltic Bank Account”** means Account Name: [REDACTED]

**Deltic Board Adverse Recommendation Change** means:

1. If Deltic makes an announcement prior to the publication of the Scheme Document that:
  - a. the Deltic Directors no longer intend to make the Deltic Board Recommendation or intend to adversely modify or qualify such recommendation;
  - b. it will not convene the Court Meeting or the Deltic General Meeting;
  - c. it intends not to post the Scheme Document or (if different) the document convening the Deltic General Meeting;
  - d. the Deltic Board Recommendation is not included in the Scheme Document; or
  - e. the Deltic Directors withdraw or adversely modify or qualify the Deltic Board Recommendation without our consent,

provided that we have not changed the terms of the Proposed Acquisition nor taken any steps, action and/or inaction which has given the Deltic Directors a reason or cause to make such an announcement.
2. If Deltic makes an announcement that it will delay the convening of, or will adjourn, the Court Meeting or the Deltic General Meeting to beyond the Long Stop Date, in each case, unless (i) a supplementary circular is required to be published in connection with the Scheme, and as a result, the Court Meeting and/or the Deltic General Meeting cannot be held by such date in compliance with the Code and any other applicable law (but provided Deltic has used reasonable endeavours to publish the supplementary circular as soon as reasonably practicable after the date on which the requirement to publish a supplementary circular arises); or (ii) in any other circumstances, where we have provided our consent for such delay or adjournment, such consent not to be unreasonably withheld, delayed or conditioned; or (iii) where such delay or adjournment is for reasons outside of Deltic’s sole control (including, for example but not limited to, where regulatory clearances and/or consents are still outstanding and/or where there is insufficient availability of court dates);

**“Deltic Board Recommendation”** means a unanimous and unqualified recommendation from the Deltic Directors to the Deltic Shareholders in respect of the Proposed Acquisition (i) to vote in favour of such shareholder resolutions at the General Meeting and the Scheme at the Court Meeting or (ii) if we elect to implement the Proposed Acquisition by means of an Offer in accordance with the terms of this letter, to accept the Offer;

**“Deltic Directors”** means the directors of Deltic from time to time;

**“Effective Date”** means the date upon which the Scheme becomes effective in accordance with its terms or, if we elect to implement the Proposed Acquisition by means of an Offer, such Offer is declared unconditional in all respects;

**“General Meeting”** shall have the meaning set out in the Announcement;

**“Notice”** has the meaning given to it in paragraph 3(a) of this letter;

**“Deltic Group”** means Deltic and its subsidiaries and subsidiary undertakings from time to time;

**“Offer”** means a contractual takeover offer, as defined in Chapter 3 of Part 28 of the Act;

**“Deltic Share”** means the ordinary shares of £0.10 each in the capital of Deltic;

**“Deltic Shareholders”** means the registered holders of the Deltic Shares from time to time;

**“Long Stop Date”** shall have the meaning set out in the Announcement;

**“Panel”** means the UK Panel on Takeovers and Mergers;

**“Proposed Acquisition”** has the meaning given to it in paragraph 1.1 of this letter;

**“Scheme”** has the meaning given to it in paragraph 1.1 of this letter, and reference to “Scheme” also includes any modified, renewed or revised scheme;

**“Scheme Document”** means the circular to be sent to (among others) Deltic Shareholders setting out (among other things) details of the Proposed Acquisition, the full terms and conditions of the Scheme and the explanatory statement required pursuant to Part 26 of the Act and incorporating the notices convening the Court Meeting and the General Meeting, including any revised or supplementary circular;

**“Third Party”** each of a central bank, state, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, professional, fiscal or investigative body, court, trade agency, association, institution, body, employee representative body, any entity owned or controlled by any government or state, or any other body or person whatsoever in any jurisdiction;

**“Trigger Event”** has the meaning given to it in paragraph 2.1 of this letter; and

**“VAT”** means any value added tax imposed by the Value Added Tax Act 1994.

In this letter, unless the context otherwise requires, references to time are to London, United Kingdom time.

Please confirm your agreement to the terms of this letter by signing and returning to us the enclosed copy.

Yours faithfully

Firmato da:

Name: Francesco Mazzagatti

Title: Chief Executive Officer

For and on behalf of **RockRose Energy Ltd**

Agreed and accepted by:



1D09460168894E2...

Name: Andrew Nunn

Title: Chief Executive officer

For and on behalf of **Deltic Energy Plc**