

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of the proposals referred to in this document or as to the action you should take, you should seek your own advice from your stockbroker, solicitor, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000. If you have sold or otherwise transferred all your Ordinary Shares, please forward this document, together with the accompanying documents, to the purchaser or transferee, or to the person who arranged the sale or transfer so they can pass these documents to the person who now holds the Ordinary Shares.

Offers for Ordinary Shares of Lekoil Limited

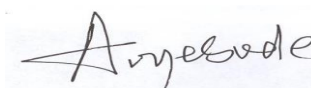
by

Lekoil Nigeria Limited

This Offer Document is accompanied by a form of acceptance in respect of i) a Cash Offer by Lekoil Nigeria for your Ordinary Shares and ii) an exchange of your Ordinary Shares for Lekoil Nigeria B Ordinary Shares. If you wish to sell your Ordinary Shares for cash or exchange your Ordinary Shares for Lekoil Nigeria B Ordinary Shares, please complete the relevant Form of Acceptance and return the same as provided for in this Offer Document.

A copy of this Offer Document is available at Lekoil Nigeria's website at www.lekoil.com. Neither the content of Lekoil Nigeria's website nor any website accessible by hyperlinks to the Lekoil Nigeria's website is incorporated in, or forms part of, this Offer Document.

Signed by: _____



Name: __Aisha Muhammed-

Oyebode_____

For and on behalf of the directors of Lekoil Nigeria Limited

Date: 14th December 2021

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Publication of this Offer Document	14 December 2021
Latest time and date for receipt of Form of Acceptance if proposing to accept the Cash Offer	5.30 p.m. on 17 January 2022
Latest time and date for receipt of Form of Acceptance if proposing to accept the Share Exchange Offer	5.30 p.m. on 17 January 2022
Expected date on which payment of consideration in respect of Cash Offer will be made	<p>In respect of the first 200,000,000 Ordinary Shares accepting the Cash Offer, within 21 Business Days of latest date for receipt of Cash Offer Form of Acceptance.</p> <p>In respect of further Ordinary Shares accepting the Cash Offer, within 60 Business Days of latest date for receipt of Cash Offer Form of Acceptance.</p>
Expected Date on which Lekoil Nigeria B Ordinary Shares will be issued or transferred in respect of the Share Exchange Offer	Within 60 Business Days of the latest date for receipt of Share Exchange Offer Form of Acceptance.

The above times are to London (GMT) times. If any of the above times and/or dates change, the revised times and/or dates will be notified to Shareholders by announcement through a Regulatory Information Service of the London Stock Exchange.

DEFINITIONS

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

Admission	the admission of the Ordinary Shares to trading on AIM
AIM	the market of that name operated by the London Stock Exchange
AIM Regulation	the regulatory body which governs AIM listed companies
AIM Rules	the AIM Rules for Companies published by the London Stock Exchange from time to time
Articles	the memorandum and articles of association of the Company as at the date of this Offer Document
Board	the board of directors of the Company
Business Day	a day (excluding Saturday, Sunday and public holidays in the Cayman Islands, Nigeria and England and Wales) on which banks are generally open for business in George Town, Lagos (Nigeria) and London for the transaction of normal banking business
Cash Offer	the offer by Lekoil Nigeria to Shareholders to acquire Ordinary Shares for cash at GBP0.019 per Ordinary Share, being a premium of 100% to the last trading price of the Ordinary Shares prior to suspension from AIM (on the basis of there being no dilution of the Ordinary Shares following the date of this Offer Document)
Cash Offer Price	GBP0.019
Cash Offer Form of Acceptance	the form of acceptance relating to the Cash Offer accompanying this Offer Document
Company	Lekoil Limited, a company incorporated and registered in the Cayman Islands with registered number WK- 248859.
CREST	the relevant system (as defined in the CREST Regulations) in accordance with which securities may be held or transferred in uncertificated form, and in respect of which Euroclear UK and Ireland is the Operator (as defined in the CREST Regulations)
CREST Regulations	the UK Uncertificated Securities Regulations 2001 (SI 2001/3755) any applicable rules made under those regulations
Directors	the directors of the Company
Financial Advisors¹	the financial advisors to Lekoil Nigeria, being:

¹ Statements of opinions and views included within this Offer Document, including within the Letter from the Chair of Lekoil Nigeria, have not been discussed or agreed with or verified by the Financial Advisors who disclaim all and any responsibility and liability in this respect.

- (a) Hannam & Partners LLP, a company incorporated in England and Wales with registered number OC386198 and registered address of 2 Park Street, London, W1K 2HX, United Kingdom; and
- (b) Renaissance Securities (Cyprus) Limited, a company incorporated in Cyprus with registered number 72487 and registered address at 2-4 Arch Makarios Ave, Capital Centre, 9th Floor, 1505 Nicosia Cyprus

Forms of Acceptance	the Cash Offer Form of Acceptance and the Share Exchange Offer Form of Acceptance and “ Form of Acceptance ” means any one of them
FSMA	the Financial Services and Markets Act 2000, as amended
Lekoil Nigeria	a company incorporated in the Federal Republic of Nigeria under Companies and Allied Matters Act with registration number RC920235 and registered office address at 16 Idowu Martins St, Victoria Island, Lagos, Nigeria
Lekoil Nigeria Articles	the memorandum and articles of association of the Lekoil Nigeria as at the date of this Offer Document
Lekoil Nigeria Ordinary Shares	the Lekoil Nigeria A Ordinary Shares and the Lekoil Nigeria B Ordinary Shares
Lekoil Nigeria Shareholders’ Agreement	the agreement dated 13 May 2013 between Olalekan Akinsoga Akinyanmi, Samuel Adegboyega (as trustee for the Directors’ Trust), Chinyere Gloria Iroegbunam (as trustee for the Employees’ Trust), Lekoil Limited (Cayman Island) and Lekoil Limited (Nigeria)
Lekoil Nigeria A Ordinary Shares	the A ordinary shares of NGN1.00 in the issued share capital of Lekoil Nigeria, having the rights and subject to the obligations set forth in the Lekoil Nigeria Articles
Lekoil Nigeria B Ordinary Shares	the B ordinary shares of NGN1.00 in the issued share capital of Lekoil Nigeria, having the rights and subject to the obligations set forth in the Lekoil Nigeria Articles
London Stock Exchange	London Stock Exchange Group plc
NGX	The Nigerian Exchange Limited
Offers	the Cash Offer and the Share Exchange Offer

The financial resources required for the Offer have been solely assessed and confirmed by the Board of Directors of Lekoil Nigeria. The engagement of the financial advisors did not include any review, confirmatory or any other procedures on such financial resources. Consequently, the financial advisors disclaim all and any responsibility and liability in respect of the Financing of the Cash Offer

Ordinary Shares	the ordinary shares of US\$0.00005 each in the capital of the Company having the rights and subject to the obligations set forth in the Articles, and “ Ordinary Share ” means any one of them
Securities Act	the US Securities Act of 1933, as amended
Shareholders	holders of Ordinary Shares from time to time and “ Shareholder ” means any one of them
Share Exchange Offer	the conditional offer by Lekoil Nigeria to acquire the Ordinary Shares of Shareholders in exchange for Lekoil Nigeria B Ordinary Shares on the terms set out in this Offer Document;
Share Exchange Offer Conditions	<p>(a) approval by Lekoil Nigeria’s shareholders in accordance with the terms of the Lekoil Nigeria Shareholders’ Agreement; and / or</p> <p>(b) the acquisition of Ordinary Shares pursuant to the Cash Offer which together with Ordinary Shares held by the directors and management of Lekoil Nigeria prior to the date of this Offer Document equal to or greater than a majority of the issued Ordinary Shares</p>
Share Exchange Offer Form of Acceptance	the form of acceptance relating to the Share Exchange Offer accompanying this Offer Document
Share Exchange Offeree	Shareholder who has submitted a Share Exchange Form of Acceptance in accordance with this Offer Document and the terms of such Share Exchange Form of Acceptance, and
UK or United Kingdom	the United Kingdom of Great Britain and Northern Ireland.

LETTER FROM THE CHAIR OF LEKOIL NIGERIA

(a company incorporated and registered under the laws of the Federal Republic of Nigeria with registered number RC 920325)

Directors

Mrs A Muhammed-Oyebode (Chair)

Mr O Akinyanmi

Dr Z Abiola

Mr S Olotu

Mr E During

Ms G Iroegbunam (Company Secretary)

Registered Office

16 Idowu Martins Street,

Victoria Island,

Lagos

Nigeria

14 December 2021

Dear Shareholders

CASH OFFER AND SHARE EXCHANGE OFFER

1 Introduction

On 3 December 2021, I wrote to you, my fellow Shareholders, informing you of Lekoil Nigeria's intention to provide you with an alternative to the proposal of the Board detailed in the notice of annual general meeting of the Company dated 26 November 2021 (the **AGM Notice**) to dilute Shareholder's interest in the Company, solely to enable the payment of compensation to the Directors and a group of Shareholders purporting to protect the Company's interests, but who in reality are determined to destroy all value in the Company.

The board of Lekoil Nigeria believes that Shareholders deserve the right to choose whether to liquidate their interests in the Company (the trading of its Ordinary Shares having been suspended as a consequence of the actions of the negligent Board) or to continue in a more efficient structure as shareholders of Lekoil Nigeria.

2 The Offers

Lekoil Nigeria is offering to:

- acquire your Ordinary Shares for cash at GBP0.019, being a premium of 100% to the last trading price of the Ordinary Shares prior to suspension from AIM on 1 October 2021 (on the basis of there being no dilution from the Company following the date of this Offer Document); or
- conditional upon satisfaction of the Share Exchange Offer Conditions, acquire your Ordinary Shares in consideration for Lekoil Nigeria B Shares.

The section headed *Details of Offers* sets out the terms of the Offers in greater detail.

The terms and conditions of the Offers are set out in Appendix 2 of this Offer Document. Additional terms and conditions applicable to the Share Exchange Offer are set out in full in Appendix 3 of this Offer Document.

3 Financing of the Cash Offer

The Cash Offer will be wholly financed from existing, unrestricted cash of Lekoil Nigeria. As at 30 November 2021, Lekoil Nigeria had a cash balance across all main Lekoil Nigeria bank accounts (and converting Naira held to USD on a spot basis) of US\$7.3 million. Lekoil Nigeria also expects to receive / is highly confident of receiving a further US\$15 million net cash during the period of the Offer.

Allowing for forecast payables and contractual liabilities and outgoings, Lekoil Nigeria therefore has sufficient cash and forecast liquidity to fully underwrite and support the Cash Offer. Whilst the Company is not subject to the provisions of the UK Takeover Code, Lekoil Nigeria believes it would be readily capable of satisfying the Rule 2.7 cash confirmation requirements of the UK Takeover Code were it required to do so.

4 Rationale for Lekoil Nigeria's proposals

As a fellow Shareholder, I am saddened by the events of the last 12 months. On the pretext of improving corporate governance, Metallon Corporation requisitioned an extraordinary general meeting of Shareholders in November 2020 (the **Requisitioned EGM**) to force the appointment of three new directors to the Board and the resignation of existing directors from the board of the Company, including the chief executive officer and founder of the Company, Mr Olalekan Akinyanmi. The irony should not be lost on any of us that an organisation with the notoriety of Metallon Corporation and that of its principal shareholder, Mr Mzi Khumalo, sought to instil corporate governance at the Company.

Two of the other appointees to the Board, Mr George Maxwell and Mr Michael Ajukwu, resigned from the Board soon after the Requisitioned EGM. In addition, myself and the Company's then chief financial officer (**CFO**), Edward During, considered our positions on the Board and as an executive of the Company respectively to no longer be tenable and tendered our resignation.

As we set out in our Operational Update, Lekoil Nigeria faces a number of business-critical decisions. Previously, Lekoil Nigeria would have benefitted from the constructive engagement of the Board but, since the Requisitioned EGM, the behaviour of the Board can only be characterised as obstructionist. The Board continues to act in bad faith and in clear breach of the spirit of co-operation as set out in the Lekoil Nigeria Shareholders' Agreement. Shareholders should be in no doubt that this behaviour has negatively impacted the ability of the Lekoil Nigeria management to progress development of the underlying assets of the business.

The Board installed after the Requisitioned EGM has resoundingly failed Shareholders:

- Corporate governance has reached an all-time low under the stewardship of executive chairman, Anthony Hawkins. Under his stewardship, the Company's share dealing code has been repeatedly contravened, related party transactions permitted at the expense of Shareholders, the constitution of the Company repeatedly breached and disclosure obligations of the Company flagrantly disregarded.
- The Board, as currently constituted, is out of its depth and has clearly shown that it is not representing the interests of Shareholders as a whole, but that of a clique of Shareholders who have taken control of the Company.
- The Admission has been suspended for two and a half months. Under the AIM Rules, the Admission will be cancelled after six months of suspension. If the suspension is not lifted,

Shareholders will be left with an illiquid investment in the Company, without the regulatory oversight of AIM Regulation and the London Stock Exchange.

- The Board continues to expand, adding to the cost of maintaining a Board with no operations to manage, no staff (other than the executive chairman himself) and no premises anywhere in the world.
- The Company failed to publish its accounts on time (something that has never occurred since its incorporation) and only published its accounts four months after it was legally obliged to do so, leading to the suspension of Admission. This is notwithstanding that Lekoil Nigeria had provided financial statements to the Company a month before the date that the Company was required to publish its accounts under the AIM Rules.

The Board is intent in destroying the value in your Ordinary Shares whilst seeking to profit from their positions, which have become redundant:

- The Board entered into a Convertible Facility Agreement (**CFA**) pursuant to which the Company will issue 40 million Ordinary Shares (representing about 7.5% of the issued share capital of the Company) at 0.5p per share, a discount of approximately 50% to the last trading price prior to suspension of the Admission.
- Pursuant to the CFA, Ordinary Shares will be issued to entities controlled by two Directors, Thomas Richardson and Marco D' Attanasio, and an unnamed and unknown third person. Why will the Board not disclose the beneficiary of this right to convert into Ordinary Shares at a 50% plus discount? Further, the CFA was entered into during a closed period of the Company by the two Directors, which is in breach of AIM Rule 21.
- Pursuant to the terms of the CFA, the Board is proposing to issue Ordinary Shares to two Directors at 25% of the price offered by Lekoil Nigeria pursuant to the Cash Offer.
- The Company is seeking authority to issue in the course of the next financial year over 177 million Ordinary Shares, representing 33% of the issued share capital of the Company, in addition to that to be issued under the CFA. These Ordinary Shares are intended to, amongst other things, be used to compensate the redundant Directors. This is notwithstanding that, the Investor Protection Committee guidelines stipulate that a publicly traded company should only seek board authority for the full 33% authority to issue new shares in exceptional circumstances. There are no exceptional circumstances. Why is the Board seeking this full authority? Does the Board intend to dilute Shareholders by 33% annually to maintain themselves in their redundant positions? Shareholders will suffer a dilution of up to 33% in 2022 to maintain a redundant Board who pursue vexatious and frivolous litigation, with no bearing on the core business, in the name of Shareholders .

The Board purports to require the authority to issue Ordinary Shares for the purposes of paying contractors. The Contractor Shares Arrangement (**CSA**) was implemented to pay oil field contractors so as to reduce the cash expended on capital expenditure to develop the assets of Lekoil Nigeria. As has been noted, the Company does not have any operational or management role in the development of Lekoil Nigeria's oil and gas assets. There is simply no need for the Board to utilise the CSA, save to pay themselves and lawyers engaged to pursue their interests.

The Board is redundant:

- Prior to the destabilising Requisitioned EGM, the directors of Lekoil Nigeria were also directors of the Company, meaning that the Board comprised the operational executives responsible for

managing and exploiting the Company's assets and sourcing for new opportunities, as well as non-executive directors.

- Rather than trimming the size of the Board to reflect new realities and the reduced responsibilities of the Board, the Board has instead been increased by four new appointees in the last six months. 50% of the Board now comprises lawyers with limited technical expertise of the oil and gas industry.
- The operational work and management of assets is conducted by the board of directors and employees of Lekoil Nigeria.

It is unclear why one executive director and five non-executive directors are required to manage the Company, which has no employees (other than the executive chairman), no offices and no operations or management of oil and gas assets. It is also unclear why the chief executive officer of Metallon Corporation remains on the Board, when Metallon Corporation has purportedly exited its investment. The Board is redundant and by its own admission costs US\$300,000 per annum to maintain. Lekoil Nigeria believes that the true aggregate costs of maintaining the Board is likely to be in the region of its stated US\$500,000 to US\$1,000,000. These are wholly unnecessary costs, whatever the case might be.

It is time to restructure the Company:

- Admission is suspended and, given the stipulations imposed by AIM Regulation, is unlikely to be restored.
- The Company has not raised any funding from the capital markets in the last six years. The previous Board under the chairmanship of Mr Samuel Adegboyega and chief executive, Mr Olalekan Akinyanmi, worked hard to ensure that growth plans would be funded by non-dilutive sources of capital. In addition, given the current drive to energy transition and achieving net-zero, the sources of equity funding of oil and gas exploration and development have diminished.
- In the absence of access to, and the ability to raise, equity capital, the board of directors of Lekoil Nigeria believe that a restructured Lekoil, where the Shareholders hold their interest in the assets directly, will have better access to capital and will be able to deliver value for the benefit of all Shareholders who wish to remain invested in an oil and gas exploration and production company with genuine and exciting prospects.

5 Operational Update

Below sets out Lekoil Nigeria's Operational Update for November 2021.

Otakikpo:

- Average production for the month for oil, gas, and water was 4118 bopd, 6.0MMscf/d and 299bwpd respectively. The average oil production year-to-date is 4383 bopd.
- Preparation for 2-well drilling on Otakikpo – on track for H2 2022.
 - Well Engineering:
 - Detailed Well planning and Engineering ongoing
 - Integrated Well Services/Turnkey contract review ongoing
 - Major equipment contracting ongoing
 - Facilities Engineering:
 - New location reclamation on Otakikpo is ~ 100% complete.
 - Civil construction work for the location preparation works - 64% complete.
- LPG Plant

- Civil foundation for major equipment – 90% complete.
- Civil foundation for utility system— 90% complete.
- Progress on civil work and infrastructure work at the CPF – 70% complete.

OPL 276:

- Technical audit and Environmental Impact Assessment (EIA) completed.
- Firming up concept selection and project scope of work in line with technical audit and field visit.
- Working on re-entry drilling opportunity and risk mitigation action plan.
- Engaging financial institutions on sourcing the Performance Bond (PB) required by NNPC.

OPL 310

- Ongoing engagement for financing ahead of licence expiry in August 2022.
- Conducting third party review of the technical work.

OPL 325

- Reprocessing Controlled Source Electromagnetic (CSEM) data for further de-risking.
- Maturing engagement with a sell side commercial firm to run a farm down process.

Financial

- Total YTD revenue as of 30 November 2021 was US\$42.6million.
- Cash and bank balances of US\$7.3 million as of 30 November 2021.

As of 30 November 2021, the total outstanding debt financing, was US\$10.3 million.

6 The Company's Annual General Meeting

At the upcoming Annual General Meeting, I urge Shareholders to show their indignation at the resolutions proposed by the Board to dilute their interests in the Company and the decision to increase the number of Directors at a time when the Company is facing severe financial challenges and where the responsibilities of the Board are essentially being fulfilled by the board of directors of Lekoil Nigeria.

I urge Shareholders to vote against each of the resolutions that have been proposed by the Company save for the resolution to approve the 2021 financial statements of the Company. The resolutions to approve the issuance of new Ordinary Shares and accordingly to significantly dilute Shareholders is destructive of shareholder value and will become annual standing resolutions. The four Directors seeking reappointment are not required. Their appointment is an irresponsible and profligate usage of the Company's resources.

Further, we consider one of the new appointees to the Board to be conflicted and accordingly a wholly inappropriate appointment to the Board. The new appointee to the Board and his law firm, Odunjinrin & Adefulu, have acted against the interests of Lekoil in relation to OPL 310, and as far as we are aware, the appointee's law firm, continues to act against Lekoil.

The directors and management of Lekoil Nigeria holding Ordinary Shares, representing in aggregate 9% of the issued Ordinary Shares, will unanimously be voting against the said resolutions.

7 Requisition of an Extraordinary General Meeting

In order to consummate the Share Exchange Offer to enable Shareholders to remain invested in the strategy of developing the portfolio of promising assets under the ownership and stewardship of Lekoil Nigeria, the Share Exchange Offer Conditions will need to be satisfied. Lekoil Nigeria has sought the written consent of the Company to the Offers and is awaiting its response. If Lekoil Nigeria together with its directors and management are unable to secure a majority of the Ordinary Shares

in the Company, Lekoil Nigeria may decide to requisition an Extraordinary General Meeting (**EGM**) to propose such resolutions as may be necessary to implement the Share Exchange Offer.

A handwritten signature in black ink, appearing to read 'A. Oyebode', is centered within a rectangular box. The signature is fluid and cursive, with a large initial 'A'.

Mrs Aisha Muhammed-Oyebode
Chair, Lekoil Nigeria Limited

APPENDIX 1

DETAIL OF THE OFFERS

Cash Offer

All Shareholders will have the opportunity to sell their Ordinary Shares to Lekoil Nigeria at GBP0.019 per Ordinary Share, being a premium of 100% to the last trading price of the Ordinary Shares prior to suspension of the Admission.

Lekoil Nigeria proposes to settle the purchase price payable to Shareholders in respect of Ordinary Shares in two tranches. The purchase price payable to Shareholders accepting the Cash Offer in respect of the first 200,000,000 Ordinary Shares acquired by Lekoil Nigeria will be settled within 21 Business Days of the last date for receipt of Cash Offer Form of Acceptance. Lekoil Nigeria will settle the purchase price payable to Shareholders in respect of further Ordinary Shares accepting the Cash Offer within 60 Business Days of the last date for receipt of the Cash Offer Form of Acceptance.

In the event that additional Ordinary Shares are issued by the Company after the date of this Offer Document which have a dilutive effect on the share capital, the Cash Offer Price will be reduced accordingly.

Share Exchange Offer

The Company is also offering the holders of Ordinary Shares the opportunity to exchange their Ordinary Shares for Lekoil Nigeria B Ordinary Shares, subject to satisfaction of the Share Exchange Offer Conditions.

Shareholders in the Company have an indirect 40% equity interest in Lekoil Nigeria and are entitled to a 90% share in any dividend payments. Lekoil Nigeria is committed to maintaining the 40% / 90% formula. The Share Exchange Offer will therefore be made on a pari passu basis whereby each Ordinary Share will be exchanged for the proportionate number of Lekoil Nigeria B Ordinary Shares.

The Lekoil Nigeria B Ordinary Shares have the benefits of the rights and are subject to the obligations set out in the Lekoil Nigeria Articles. Save in respect of the relative entitlements to dividend interest, the rights attaching to the Lekoil Nigeria B Ordinary Shares are pari passu with the rights attaching to the Lekoil Nigeria A Ordinary Shares.

Subject to satisfaction of the Share Exchange Offer Conditions, Lekoil Nigeria proposes to implement the Share Exchange Offer either through:

- an acquisition of Ordinary Shares of Shareholders in exchange for a transfer to Share Exchange Offerees of Lekoil Nigeria B Ordinary Shares held by the Company, or
- an acquisition of Ordinary Shares of Shareholders in consideration of the issuance of new Lekoil Nigeria B Ordinary Shares to Share Exchange Offerees.

The exact determination of the structure of the Share Exchange Offer will be made as soon as practicable following the date of this Offer Document based on, amongst other things, optimization of tax treatment of Shareholders and the Company, regulatory considerations and approvals and consents that may be required to implement the Share Exchange Offer.

Should Lekoil Nigeria elect to issue new Lekoil Nigeria B Ordinary Shares to Share Exchange Offerees, it will be necessary to re-designate an equivalent number of the Lekoil Nigeria B Ordinary Shares held by the

Company to Lekoil Nigeria A Ordinary Shares, in order to maintain the current 60:40 split between the Lekoil Nigeria A Ordinary Shares and the Lekoil Nigeria B Ordinary Shares.

It is necessary to maintain the 60:40 split between the Lekoil Nigeria A Ordinary Shares and the Lekoil Nigeria B Ordinary Shares in accordance with the Shareholders Agreement, and in continued support of the company's indigenous status in Nigeria.

The Lekoil Nigeria Ordinary Shares are not listed on any stock exchange. The directors of Lekoil Nigeria may consider a future listing of the company on the NGX or other appropriate stock exchange depending on, amongst other things, the ability of the Company to develop its assets, performance of the company, liquidity and market sentiments for oil and gas businesses.

If the Share Exchange Offer Conditions are not satisfied, Lekoil Nigeria may requisition an extraordinary general meeting of the Company to propose such resolutions as may be necessary to implement the Share Exchange Offer.

Tax implications of the Offers

UK Taxation

The following statements are intended only as a general guide to certain UK tax considerations and do not purport to be a complete analysis of all potential UK tax consequences for Shareholders of the Offer. They are based on current UK law and what is understood to be the current practice of HMRC as at the date of this document, both of which may change, possibly with retroactive effect. They apply only to Shareholders who are resident for tax purposes in (and only in) the UK (and, in the case of individuals, who are also domiciled in the UK and not subject to "split year" treatment). The statements only apply to Shareholders who hold their Ordinary Shares as an investment (other than where a tax exemption applies, for example where the Ordinary Shares are held in an individual savings account or pension arrangement) and who are the absolute beneficial owners of both the Ordinary Shares and any dividends paid on them. A different treatment may apply to any person who acquired their Ordinary Shares in connection with any office or employment, dealers in securities, insurance companies, collective investment schemes, charities, exempt pension funds, and temporary non-residents. The statements summarise the current position, may not address all aspects of the tax position of Shareholders and are intended as a general guide only. Shareholders who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the UK are strongly recommended to consult an appropriate professional adviser.

UK taxation of chargeable gains in respect of the Offers

Shareholders who transfer their Ordinary Shares pursuant to the Offers will be treated as making a disposal of their Ordinary Shares. For Shareholders resident in the UK for tax purposes this may, depending on the Shareholder's circumstances and subject to any available exemption or relief, give rise to a chargeable gain or an allowable loss for the purposes of UK capital gains tax or corporation tax on chargeable gains. Where a Shareholder sells their Ordinary Shares for a cash payment, it is expected that any chargeable gain or allowable loss will be based on the amount of the cash received. Where a Shareholder sells their Ordinary Shares in return for Lekoil Nigeria B Ordinary Shares, it may be possible for the Shareholder to "roll over" their base cost into the Lekoil Nigeria B Ordinary Shares, if the transaction is treated as falling within the UK share exchange rules. If this is not the case (i.e. that no rollover is possible), it is likely (although not certain) that any chargeable gain or allowable loss will be based upon the market value of the shares received; the amount brought into charge as sale proceeds is likely to form the Shareholder's allowable base cost for any disposal of those shares in the future.

Individual Shareholders

Subject to any available exemptions, reliefs, allowances and/or allowable losses, chargeable gains arising on a disposal of Ordinary Shares by an individual Shareholder resident in the UK for tax purposes should be subject to UK capital gains tax (which is at the rate of 10%. Or 20%. for the tax year 2021-22 depending

on the individual's personal circumstances), including other taxable income and gains in the relevant tax year. No indexation allowance will be available to an individual Shareholder resident in the UK for tax purposes in respect of the Offers. The UK capital gains tax annual exempt amount (which is £12,300 for the tax year 2021-22) may, however, be available to individual Shareholders resident in the UK for tax purposes to offset against chargeable gains realised on the disposal of their Ordinary Shares.

Corporate Shareholders

Subject to available exemptions, reliefs, allowances and/or allowable losses, chargeable gains arising on a disposal of Ordinary Shares by a Shareholder within the charge to UK corporation tax will be subject to UK corporation tax (at a rate of 19% for the financial year 2021). For Shareholders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Shares), indexation allowance may be available where the Shares were acquired prior to 31 December 2017 in respect of the period of ownership of the Ordinary Shares up to and including 31 December 2017 to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the disposal of their Ordinary Shares under the Offers.

UK tax treatment of any dividends

Lekoil Nigeria will not be required to deduct or withhold any amount for or on account of UK tax from any dividends that it pays (although Shareholders should note the Nigerian position below). For individual Shareholders, any dividend paid would form part of that Shareholder's dividend income for the tax year or tax years (if applicable) in which it is paid. Dividend income forms part of the Shareholder's total income for income tax purposes and will represent the highest part of that income. For the tax year 2021-22, a nil rate of income tax applies to the first £2,000 of dividend income received by the Shareholder in that tax year (**Nil Rate Amount**), regardless of what tax rate would otherwise apply to that dividend income.

Any dividend income received by a Shareholder in a tax year in excess of the Nil Rate Amount is currently taxed at the following rates for the tax year 2021-22:

- at the rate of 7.5%., to the extent that the excess amount falls below the threshold for the higher rate of income tax;
- at the rate of 32.5%., to the extent that the excess amount falls above the threshold for the higher rate of income tax but below the threshold for the additional rate of income tax; and
- at the rate of 38.1%., to the extent that the excess amount falls above the threshold for the additional rate of income tax.

In determining whether and, if so, to what extent the excess amount falls above or below the threshold for the higher rate of income tax or, as the case may be, the additional rate of income tax, the Shareholder's total dividend income for the tax year in question (including the part within the Nil Rate Amount) will, as noted above, be treated as the highest part of the Shareholder's total income for income tax purposes.

If any dividend falls to be paid in the tax year 2022-23, the tax rates applicable to such dividend income are currently expected to increase from the figures stated above.

Corporate Shareholders

Corporate Shareholders who are UK resident are potentially liable to UK corporation tax (at a rate of 19% for the financial year 2021) on dividends paid by a UK resident company. Most dividends paid to UK resident corporate Shareholders by Lekoil Nigeria, may fall within one or more of the classes of dividend qualifying for exemption from corporation tax (although the exemptions are not comprehensive and are also subject to anti-avoidance rules).

No UK stamp duty or stamp duty reserve tax will be payable by Shareholders in respect of the Offers.

Nigerian Tax

Shareholders should note that changes to the Nigerian capital gains regime are proposed. Under the proposed Finance Bill 2022, Nigerian capital gains tax will be introduced at a rate of 5% for the disposal of shares in Nigerian incorporated companies. It is not clear whether and in what form these proposals will be enacted; in particular, it may be that the tax may not apply where the annual disposal proceeds are less than N500,000,000 (although there may still be a reporting requirement). Under Nigerian law, there is withholding tax on the payment of any dividends by a Nigerian tax resident company; under Nigerian law, this is imposed at the rate of 10%, although this may be reduced pursuant to an applicable double tax treaty. Depending on the Shareholder's particular circumstances, this withholding tax may be creditable against any liability to UK tax in respect of any dividend.

Capital Importation Certificates

As a US dollar denominated business, the Company and Lekoil Nigeria are not impacted by availability of foreign exchange for purposes of settling distributions in US dollars. Holding shares of Lekoil Nigeria following the Share Exchange Offer will therefore not prejudice Shareholders electing to accept the Share Exchange Offer.

Procedure for selling your Ordinary Shares

Access to the Company and, through the Company, to the relevant organisations dealing with matters of the share registry has not yet been achieved, Lekoil Nigeria will provide guidance to Shareholders on the procedure for selling your Ordinary Shares as soon as practicable, and in any event in the next five Business Days, following the date of this Offer Document. Lekoil Nigeria is hopeful that the settlement can be implemented through the Company's registrars and brokers in the ordinary course. Lekoil Nigeria has been in discussions with third party brokers and organisations that will be engaged to facilitate Shareholders' sale of their Ordinary Shares, should the Board decide not to recommend the Offers. In any event, Lekoil Nigeria intends to adopt a transparent procedure and to treat all accepting Shareholders fairly. This is deemed necessary given the fact that the Company has shares both in CREST and in registered form.

APPENDIX 2

TERMS AND CONDITIONS OF THE OFFERS

THESE TERMS AND CONDITIONS ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS RELEVANT PERSONS). THESE TERMS AND CONDITIONS MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THESE TERMS AND CONDITIONS RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

1 Terms of the Offer

The Offers are governed by English law and are subject to the jurisdiction of the English courts, and to the terms set out or referred to below and in the Form of Acceptance.

The following terms apply to the Offers. Except where the context otherwise requires, any reference in this Appendix 2 and in the Forms of Acceptance: (i) to "the Offers", shall include any renewal of the Offers or extension to the Offers; (ii) to 'acceptance of the Offers', shall include deemed acceptances of either of the Offers and any acceptances of the Offers made pursuant to any authority granted under the terms of the Offers or the Forms of Acceptance; and (iii) to execution of a Form of Acceptance, shall include execution by an "attorney" acting as an attorney, as described in paragraph 2.1.4 of this Appendix 2.

1.1 Acceptance period

The Offers will initially be open for acceptance until 5.30 p.m. on 17 January 2022 (**Offer Period**). Lekoil Nigeria may, in its absolute discretion, extend the period for which the Offers are open for acceptance. No extension to the Offer Period is envisaged.

1.2 Notification of acceptances

1.2.1 On the Business Day next following the day on which the Offers are due to expire or become unconditional or are extended, as the case may be, Lekoil Nigeria will notify the Company and holders of Ordinary Shares of the total number (as nearly as practicable) of Ordinary Shares for which acceptances of the Offers have been received.

1.2.2 In computing the number of the Ordinary Shares represented by acceptances, there may be included or excluded for notification purposes acceptances not in all respects in order or subject to verification.

1.3 General

1.3.1 The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Forms of Acceptance constitute part of the terms of the Offers. Words and expressions defined in this document have the same meanings when used in the Forms of Acceptance, unless the context otherwise requires.

1.3.2 The Offers and all acceptances of the Offers and the relevant Form of Acceptance and all contracts made pursuant to any of the foregoing and action taken or made or deemed to be taken or made under any of the foregoing shall be governed by and construed in accordance with English law. Execution by or on behalf of a holder of the Ordinary Shares of a Form Of Acceptance will constitute

his submission, in relation to all matters arising out of or in connection with the Offers and the Forms of Acceptance, to the jurisdiction of the courts of England and his agreement that nothing shall limit the right of Lekoil Nigeria to bring any action, suit or proceeding arising out of or in connection with the Offers and the Forms of Acceptance in any other manner permitted by law or in the courts of England.

- 1.3.3 Any omission or failure to despatch this Offer Document, the Forms of Acceptance or any notice required to be despatched under the terms of the Offers to, or any failure to receive the same by, any person to whom the Offers are made, or should be made, shall not invalidate the Offer in any way or create any implication that the Offers have not been made to that person. The Offers extend to all holders of Ordinary Shares to whom this Offer Document, the Forms of Acceptance and any related documents may not be despatched, or who may not receive these documents.
- 1.3.4 Without prejudice to any other provision in this Offer Document, Lekoil Nigeria reserves the right to treat acceptances of the Offers as valid if received by or on behalf of Lekoil Nigeria at any place or places determined by Lekoil Nigeria otherwise than as set out in this Offer Document or in the Forms of Acceptance.
- 1.3.5 All powers of attorney, appointments as agents and authorities on the terms conferred by or referred to in this Appendix 2 or in the Forms of Acceptance are given irrevocably by way of security for the performance of the obligations of the holder of the Ordinary Shares (as the case may be) concerned and are irrevocable (in respect of powers of attorney, in accordance with section 4 of the Powers of Attorney Act 1971).
- 1.3.6 No acknowledgement of receipt of any Forms of Acceptance, communication, notice or share certificate will be given by or on behalf of Lekoil Nigeria. All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from any holder of the Ordinary Shares will be delivered by or sent to or from that holder of the Ordinary Shares at his own risk.
- 1.3.7 The Offers are made on 14 December 2021 and are capable of acceptance from and after that time. Copies of this Offer Document and the Forms of Acceptance are available from Lekoil Nigeria and can be downloaded from its website (www.lekoil.com) from that time. The Offers are made by means of this Offer Document.
- 1.3.8 If sufficient acceptances of the Offer are received, Lekoil Nigeria intends to apply the provisions of section 88 of the Cayman Companies Act to acquire compulsorily any outstanding Shares. Lekoil Nigeria may also invoke certain provisions of the Articles (as amended) to compulsorily acquire certain Ordinary Shares after the expiry of the Offers.
- 1.3.9 All references in this Offer Document to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date of this Offer Document).
- 1.3.10 All references in this Offer Document to times are to London time.

2 Forms of Acceptance

- 2.1 Each holder of Ordinary Shares by whom, or on whose behalf, a Form of Acceptance is executed irrevocably undertakes, represents, warrants and agrees to and with Lekoil Nigeria (so as to bind him, his personal representatives, heirs, successors and assigns) to the following effect that the execution of the relevant Form of Acceptance, whether or not any other Boxes are completed, shall constitute:

- 2.1.1 an irrevocable acceptance of the relevant Offer in respect of the relevant Shareholder's entire holding of Ordinary Shares (or such lesser number as may have been inserted in Box 1 of the Forms of Acceptance), provided that, if a number is inserted in Box 1 which exceeds such Shareholder's holding of Ordinary Shares, the acceptance will be deemed to have been made in respect of that Shareholder's entire holding of the Ordinary Shares; and
- 2.1.2 an irrevocable undertaking to execute any further documents and give any further assurances which may be required to enable Lekoil Nigeria to obtain the full benefit of this Appendix 2 and/or to perfect any of the authorities expressed to be given under this document,
- 2.1.3 and in respect of both the irrevocable acceptance and the irrevocable undertaking, on and subject to the terms, conditions and provisions set out or referred to in this Offer Document and the Forms of Acceptance and that each acceptance shall be irrevocable.
- 2.1.4 that the execution of the Forms of Acceptance constitutes the irrevocable appointment of Lekoil Nigeria and its directors as that Shareholder's attorney and/or agent, within the terms of paragraph 2.1.6(b)(ii) of this Appendix 2 (the "**Attorney**") and an irrevocable instruction and authorisation to the Attorney (provided that in the case of the Share Exchange Offer, such appointment being subject to the Share Exchange Offer becoming unconditional):
- (a) to complete and execute all or any form(s) of transfer and/or other document(s) at the discretion of the Attorney in relation to the Ordinary Shares in respect of which an Offer has been accepted or deemed to have been accepted in favour of Lekoil Nigeria, or any other person or persons as Lekoil Nigeria or its agents may direct;
 - (b) to deliver those form(s) of transfer and/or other document(s) at the discretion of the Attorney with the share certificate(s) (in the case of certificated shares) relating to the Ordinary Shares for registration; and
 - (c) to do all other acts and things as may in the opinion of the attorney be necessary or expedient for the purposes of, or in connection with, the acceptance of an Offer, and to vest absolutely in Lekoil, or its nominee the Ordinary Shares as described above;
- 2.1.5 that the execution of the Form of Acceptance and its delivery to such persons as is nominated therein or in this Offer Document, shall constitute an irrevocable authority and request (subject in the case of the Share Exchange Offer to the Offer becoming unconditional):
- (a) to Lekoil Nigeria or its agents to procure the registration of the transfer of the Ordinary Shares pursuant to the Offers and the delivery of the share certificate(s) (in the case of certificated Ordinary Shares) in respect of these Ordinary Shares to Lekoil Nigeria or as Lekoil Nigeria may otherwise direct;
 - (b) to Lekoil Nigeria or its agents to procure the despatch of the cash consideration, in the case of the Cash Offer, to which an accepting holder of the Ordinary Shares is entitled at the risk of such holder of the Ordinary Shares, either by cheque to the person whose name and address is set out in Box 3 of the Forms of Acceptance or, if details of a valid bank account are included in Box 4 of the Forms of Acceptance, to that bank account;
- 2.1.6 that (subject, in the case of the Share Exchange Offer only, becoming unconditional) and pending registration:
- (a) Lekoil Nigeria shall be entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general or separate class

meeting of the Company) attaching to any Ordinary Shares in respect of which the Offers have been accepted or is deemed to have been accepted; and

(b) the execution of the Forms of Acceptance constitutes, with regard to the Ordinary Shares comprised in that acceptance:

- (i) an authority to Lekoil Nigeria and/or its agents from the holder of such Ordinary Shares to send any notice, circular, document or other communication which may be required to be sent to him as a member of the Company in respect of those Ordinary Shares, to Lekoil Nigeria at its registered office or such other place as Lekoil Nigeria may direct;
- (ii) the irrevocable appointment of Lekoil Nigeria or any of its directors or agents to sign on the Shareholders behalf any documents and do any things as may in the opinion of the appointed person seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Ordinary Shares (including, without limitation, an authority to sign any consent to short notice of a general or separate class meeting) as his attorney and/or agent and on his behalf and/or to execute a form of proxy in respect of those Ordinary Shares appointing any person nominated by Lekoil Nigeria to attend general and separate class meetings of the Company and to exercise the votes attaching to those Ordinary Shares on the Shareholders behalf, those votes (where relevant) to be cast so far as possible to satisfy any outstanding conditions of the Offers; and
- (iii) will also constitute the agreement of the Shareholder not to exercise any rights in respect of the Ordinary Shares without the prior written consent of Lekoil Nigeria and the irrevocable undertaking of the Shareholder not to appoint a proxy for or to attend any general or separate class meeting other than in accordance with paragraph 2.1.6(ii) above.

2.1.7 that he agrees to ratify each and every act or thing which may be done or effected by Lekoil Nigeria or any of its respective directors or agents in the proper exercise of any of their respective powers and/or authorities under this Offer Document;

2.1.8 that he shall do all such acts and things as shall be necessary or expedient to vest in Lekoil Nigeria or its nominee(s) the Ordinary Shares described above;

2.1.9 that if any provision of this Appendix 2 shall be unenforceable or invalid or shall not operate so as to afford Lekoil Nigeria or any of its directors or agents the benefit of any authority expressed to be given in this Appendix 2, he shall with all practicable speed perform all acts and things and execute any documents that may be required to enable Lekoil Nigeria and/or its directors or agents to secure the full benefits of this Appendix 2; and

2.1.10 that the terms and conditions of the Offers contained in this Offer Document shall be deemed to be incorporated in, and form part of, the Form of Acceptance which shall be construed accordingly.

Forms of Acceptance executed by corporate Shareholders shall be valid and shall, for all purposes of the Offers and its terms be "Form of Acceptance" notwithstanding that their execution provisions have or have not been adapted accordingly.

References in this Appendix 2 to a holder of the Ordinary Shares shall include references to the person executing a Form of Acceptance.

APPENDIX 3

TERMS AND CONDITIONS OF THE SHARE EXCHANGE OFFER

THESE TERMS AND CONDITIONS ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS RELEVANT PERSONS). THESE TERMS AND CONDITIONS MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THESE TERMS AND CONDITIONS RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

1 Introduction

These terms and conditions apply to Shareholders wishing to exchange their Ordinary Shares for Lekoil Nigeria B Ordinary Shares (the **Share Exchange Offer**). Each person to whom these conditions apply, as described above, who confirms his agreement to Lekoil Nigeria (whether orally or in writing) to the Share Exchange Offer (a **Share Exchange Offeree**) hereby agrees with Lekoil Nigeria to be bound by these terms and conditions, being the terms and conditions upon which the Lekoil Nigeria B Ordinary Shares will be issued or transferred under the Share Exchange Offer. A Share Exchange Offeree shall, without limitation, become so bound if the Share Exchange Offeree completes the Share Exchange Form of Acceptance accepting the Share Exchange Offer and returns the same together with the required accompanying documents as instructed.

2 Representations and warranties

- 2.1 By receiving this Offer Document, each Share Exchange Offeree is deemed to acknowledge, agree, undertake, represent and warrant to the Lekoil Nigeria that:
- (a) the Share Exchange Offeree has read this Offer Document in its entirety and acknowledges that its participation in the Share Exchange Offer shall be made (in addition to the terms and conditions of the Offers set out in Appendix 2) on the terms and subject to the conditions set out in these terms and conditions and the Lekoil Nigeria Articles. Such Share Exchange Offeree agrees that, together with the terms and conditions of the Offers set out in Appendix 2, these terms and conditions represent the whole and only agreement between the Share Exchange Offeree and Lekoil Nigeria in relation to the Share Exchange Offeree's participation in the Share Exchange Offer and supersedes any previous agreement between them in relation to such participation. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of these terms and conditions. Such Share Exchange Offeree agrees that none of Lekoil Nigeria nor any of its officers or directors will have any liability for any such other information or representation and irrevocably and unconditionally waives any rights it may have in respect of any such other information or representation;
 - (b) in agreeing to the Share Exchange Offer, the Share Exchange Offeree is relying on this document or any supplementary document from Lekoil Nigeria (as the case may be) and not on any draft thereof or other information or representation concerning Lekoil Nigeria. Such Share Exchange Offeree agrees that neither Lekoil Nigeria nor its officers, directors or employees will have any liability for any such other information or representation and irrevocably and unconditionally waives any rights it may have in respect of any such other information or representation;
 - (c) the Share Exchange Offeree has complied with all applicable laws and such Share Exchange Offeree will not infringe any applicable law as a result of such Share Exchange Offeree's

agreement to the Share Exchange Offer or any actions arising from such Share Exchange Offeree's rights and obligations under the Share Exchange Offeree's agreement to the Share Exchange Offer or under the Articles;

- (d) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order: (i) to enable the Share Exchange Offeree lawfully to enter into, and exercise its rights and perform and comply with its obligations to the Share Exchange Offer; and (ii) to ensure that those obligations are legally binding and enforceable, have been taken, fulfilled and done. The Share Exchange Offeree's entry into, exercise of its rights and/or performance under, or compliance with its obligations under the Share Exchange Offer, does not and will not violate: (a) its constitutional documents; or (b) any agreement to which the Share Exchange Offeree is a party or which is binding on the Share Exchange Offeree or its assets;
- (e) the Lekoil Nigeria B Ordinary Shares have not been and will not be registered under the Securities Act or under the securities legislation of, or with any securities regulatory authority of, any state or other jurisdiction of the United States or under the applicable securities laws of Australia, Canada, Japan or the Republic of South Africa or where to do so may contravene local securities laws or regulations;
- (f) the Share Exchange Offeree is, and at the time the Lekoil Nigeria B Ordinary Shares are issued or transferred to it, will be located outside the United States and eligible to participate in an "offshore transaction" as defined in and in accordance with Regulation S;
- (g) the Share Exchange Offeree is not converting its Ordinary Shares into or acquiring the Lekoil Nigeria B Ordinary Shares as a result of any "directed selling efforts" as defined in Regulation S or as a result of any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act);
- (h) if it is exchanging its Ordinary Shares for Lekoil Nigeria B Ordinary Shares for the account of one or more other persons, it has full power and authority to make the representations, warranties, agreements and acknowledgements herein on behalf of each such account;
- (i) the Share Exchange Offeree is exchanging its Ordinary Shares for the Lekoil Nigeria B Ordinary Shares for investment purposes only and not with a view to any resale, distribution or other disposition of the Lekoil Nigeria B Ordinary Shares in violation of the Securities Act or any other United States federal or applicable state securities laws;
- (j) Lekoil Nigeria is not obliged to file any registration statement in respect of resales of the Lekoil Nigeria B Ordinary Shares in the United States with the US Securities and Exchange Commission or with any state securities administrator;
- (k) Lekoil Nigeria, and any registrar or transfer agent or other agent of Lekoil Nigeria, will not be required to accept the registration of transfer of any Lekoil Nigeria B Ordinary Shares acquired by the Share Exchange Offeree, except upon presentation of evidence satisfactory to the Company that the foregoing restrictions on transfer have been complied with;
- (l) the Share Exchange Offeree has conducted its own investigation with respect to Lekoil Nigeria and the Lekoil Nigeria B Ordinary Shares and has had access to such financial and other information concerning Lekoil Nigeria and the Lekoil Nigeria B Ordinary Shares as the Share Exchange Offeree deemed necessary to evaluate the merits and risks of an investment in the Lekoil Nigeria B Ordinary Shares, and the Share Exchange Offeree has concluded that an investment in the Lekoil Nigeria B Ordinary Shares is suitable for it or, where the Share Exchange Offeree is not acting as principal, for any beneficial owner of the Lekoil Nigeria B

Ordinary Shares, based upon each such person's investment objectives and financial requirements;

- (m) the Share Exchange Offeree or, where the Share Exchange Offeree is not acting as principal, any beneficial owner of the Lekoil Nigeria B Ordinary Shares, is able to bear the economic risk of an investment in the Lekoil Nigeria B Ordinary Shares for an indefinite period and the loss of its entire investment in the Lekoil Nigeria B Ordinary Shares;
- (n) there may be adverse consequences to the Share Exchange Offeree under tax laws in other jurisdictions resulting from an investment in the Lekoil Nigeria B Ordinary Shares and the Share Exchange Offeree has made such investigation and has consulted such tax and other advisors with respect thereto as it deems necessary or appropriate;
- (o) the Share Exchange Offeree is not a resident of the United States, Australia, Canada, Japan or the Republic of South Africa and acknowledges that the Lekoil Nigeria B Ordinary Shares have not been and will not be registered nor will a prospectus be prepared in respect of the Lekoil Nigeria B Ordinary Shares under the securities legislation of the United States, Australia, Canada, Japan, the Republic of Ireland or the Republic of South Africa and, subject to certain exceptions, the Lekoil Nigeria B Ordinary Shares may not be offered or sold, directly or indirectly, in or into those jurisdictions;
- (p) the Share Exchange Offeree is liable for any capital duty, 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 UK by it or any other person on the agreement to the Share Exchange Offer;
- (q) the Share Exchange Offeree has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (**Money Laundering Regulations 2017**) and any other applicable law concerning the prevention of money laundering and, if it is making payment on behalf of a third party, that: (i) satisfactory evidence has been obtained and recorded by it to verify the identity of the third party; and (ii) arrangements have been entered into with the third party to obtain from the third party copies of any identification and verification data immediately on request as required by the Money Laundering Regulations 2017 and, in each case, agrees that pending satisfaction of such obligations, definitive certificates in respect of the Lekoil Nigeria B Ordinary Shares comprising the Share Exchange Offeree's allocation may be retained at Lekoil Nigeria's discretion;
- (r) the Share Exchange Offeree agrees that, due to anti-money laundering and the countering of terrorist financing requirements, Lekoil Nigeria may require proof of identity of the Share Exchange Offeree and related parties before the application can be processed and that, in the event of delay or failure by the Investor to produce any information required for verification purposes, Lekoil Nigeria may refuse to accept the application. The Share Exchange Offeree holds harmless and will indemnify Lekoil Nigeria against any liability, loss or cost ensuing due to the failure to process this application, if such information as has been required has not been provided by it or has not been provided on a timely basis;
- (s) the Share Exchange Offeree is not, and is not applying as nominee or agent for, a person which is, or may be, mentioned in any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services);

- (t) the Share Exchange Offeree has complied with and will comply with all applicable provisions of FSMA with respect to anything done by the Share Exchange Offeree in relation to the Share Exchange Offer in, from or otherwise involving the UK; and
 - (u) it will indemnify and hold Lekoil Nigeria and its respective affiliates 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 section (*Terms and conditions of the Share Exchange Offer*) and further agrees that the provisions of this paragraph will survive after completion of the Share Exchange Offer.
- 2.2 Lekoil Nigeria relies upon the truth and accuracy of each of the foregoing representations, warranties and undertakings.

3 Miscellaneous

- 3.1 The rights and remedies of Lekoil Nigeria under these terms and conditions are in addition to any rights and remedies which would otherwise be available to it, and the exercise or partial exercise of one will not prevent the exercise of others.
- 3.2 All documents will be sent at the Share Exchange Offeree's risk. They may be sent by post to such Share Exchange Offeree at an address notified to Lekoil Nigeria.
- 3.3 Each Share Exchange Offeree agrees to be bound by the Articles (as amended from time to time) once the Lekoil Nigeria B Ordinary Shares which such Share Exchange Offeree has agreed to exchange its Ordinary Shares for have been received by such Share Exchange Offeree.
- 3.4 The provisions of this Appendix 3 (*Terms and conditions of the Share Exchange Offer*) may be waived, varied or modified as regards specific Share Exchange Offerees or on a general basis by Lekoil Nigeria.
- 3.5 The contract to exchange Ordinary Shares for new Lekoil Nigeria B Ordinary Shares will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Lekoil Nigeria, each Share Exchange Offeree irrevocably submits to the exclusive jurisdiction of the English courts in respect of these matters. This does not prevent an action being taken against an Share Exchange Offeree in any other jurisdiction.
- 3.6 Lekoil Nigeria expressly reserves the right to modify the Share Exchange Offer (including, without limitation, its timetable and settlement) at any time before issuance of the Lekoil Nigeria B Ordinary Shares.
- 3.7 Renaissance Securities (Cyprus) Limited, which is authorised and regulated in the Republic of Cyprus by the Cyprus Securities and Exchange Commission, is acting exclusively for Lekoil Nigeria and no one else in connection with the Offers and shall not be responsible to anyone other than Lekoil Nigeria for providing the protections afforded to clients of Renaissance Securities (Cyprus) Limited, nor for providing advice in connection with the Offers or any matter referred to herein. Neither Renaissance Securities (Cyprus) Limited nor any of its subsidiaries, affiliates or branches owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect, consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Renaissance Securities (Cyprus) Limited in connection with the Offers, this Offer document and any statement contained herein or otherwise.