

EXECUTION VERSION

Dated 10 February **2025**

RUPERT DOUGLAS SANDERSON

**DEED OF AMENDMENT IN RESPECT OF A DIRECTOR'S IRREVOCABLE
UNDERTAKING**

 **NORTON ROSE FULBRIGHT**

EXECUTION VERSION

THIS DEED is made on 10 February 2025 by Rupert Douglas Sanderson (the **Director**).

WHEREAS:

- (A) The Director is a director of Good Energy Group PLC (the **Target**). The Target and Esyasoft Investment Holding RSC Limited (the **Offeror**) jointly released a Rule 2.7 Announcement on 27 January 2025 (the **Offer**).
- (B) As part of the Offer and in relation to the shares in the Target owned by the Director (the **Target Shares**), the Director has entered into an irrevocable undertaking to (as applicable) (i) vote in favour of a scheme of arrangement at any relevant shareholder or court meeting or (ii) accept the Offer if the Offeror elects to implement the Offer by the way of takeover offer (the **Irrevocable Undertaking**).
- (C) Part A of Appendix B of the Irrevocable Undertaking sets out the number of Target Shares. The Director now wishes to amend the number of Target Shares in the Irrevocable Undertaking, as set out below.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

All capitalised terms used but not otherwise defined herein shall have the meaning given to them in the Irrevocable Undertaking.

2 Amendment to the Irrevocable Undertaking

The Director hereby agrees to amend the Irrevocable Undertaking by deleting Part A of Appendix B in its entirety and replacing it with the following:

PART A – EXISTING TARGET SHARES

The following represent my current holdings in Target.

<i>No. of Target Shares</i>	<i>Registered owner and address</i>	<i>Beneficial owner and address*</i>
29,593 Ordinary Shares	Rupert Douglas Sanderson [REDACTED] [REDACTED]	Rupert Douglas Sanderson [REDACTED] [REDACTED]

3 Governing law

This Deed shall be governed by English law.

4 Counterparts

This Deed may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed, but all of the counterparts shall together constitute but one and the same instrument.

EXECUTION VERSION

Signed as a Deed by)

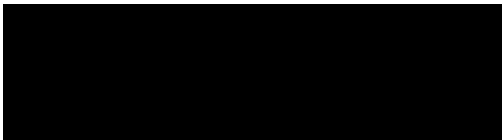
RUPERT DOUGLAS SANDERSON)

in the presence of:)

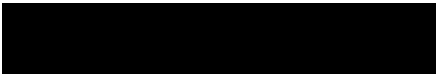


Rupert Douglas Sanderson

Witness signature:



Witness name:



Witness address:



Witness occupation: