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This letter should be read in conjunction with the scheme circular to shareholders of i3 Energy PLC dated **29 August 2024** containing, inter alia, the Scheme of Arrangement (**Scheme Document**) which is available to download from <https://i3.energy/grantierra-offer-terms/>. Words and expressions defined in the Scheme Document have the same meaning in this letter unless the context otherwise requires.

i3 Energy PLC (i3 Energy)

(Incorporated in England and Wales with registered number 10699593)

Registered Office: New Kings Court
Tollgate, Chandler's Ford, Eastleigh,
Hampshire, United Kingdom, SO53 3LG

Gran Tierra Energy, Inc. (Gran Tierra)

(a company incorporated under the laws of Delaware with file number 6198266)

Corporate Office: 500 Centre Street SE
Calgary Alberta Canada T2G 1A6

To all holders (**Option Holders**) of Options (**Options**) under the i3 Energy Employee Share Option Plans 2018, 2020 and 2022 and the i3 Energy Non-Employee Share Option Plans 2018 and 2020 (**Option Plans**)

1 October 2024

Dear Option Holder

RECOMMENDED CASH AND SHARE OFFER FOR i3 Energy BY Gran Tierra: EFFECT ON YOUR OPTIONS

1. INTRODUCTION

On 19 August 2024, the i3 Energy Board and the Gran Tierra Board announced that they had reached agreement on the terms of a recommended cash and share offer for the entire issued, and to be issued, share capital of i3 Energy (**Acquisition**). The Acquisition is to be effected by way of a scheme of arrangement under Part 26 of the Companies Act 2006 (**Scheme**) which requires the approval of i3 Energy Shareholders and the sanction of the Court (**Court Sanction**). The Acquisition and the Scheme are described in more detail in the Scheme Document. The Scheme

Document states that all Option Holders will be sent further details of the action they can take in respect of their outstanding Options.

Accordingly, we are writing to explain the effect of the Acquisition on your Options and the steps you may take in respect of your Options and the proposal to you to exercise your Options in connection with the Acquisition (**Option Proposal**). Please read this letter and the Scheme Document carefully and act promptly.

You have a short window of time within which to act to realise any value in your Options. Your Options will lapse in due course and become worthless. It is, therefore, important that you read this letter and respond by 22 October 2024.

2. TERMS OF THE SCHEME OF ARRANGEMENT

If the Scheme becomes effective in accordance with its terms, i3 Energy Shareholders whose shares are subject to the Scheme will receive from Gran Tierra:

One New Gran Tierra Share per every 207 i3 Energy Share held and 10.43 pence cash per i3 Energy Share.

In connection with the Acquisition i3 Energy Shareholders will also receive from i3 Energy a dividend equivalent cash sum equal to 0.2565 per i3 Energy Share to reflect the ordinary dividend that would be payable on i3 Energy Shares in respect of the three month period ending on 30 September 2024 (the **Acquisition Dividend**).

i3 Energy Shareholders will vote on the Scheme at the Court Meeting and the i3 Energy General Meeting scheduled to be held on 7 October 2024. The Scheme also requires Court Sanction which will be sought at a hearing which will take place following the satisfaction or waiver of the conditions outlined in Part A of Part 3 of the Scheme Document.

3. THE OPTION PROPOSAL

3.1 What is the Option Proposal?

The Option Proposal is that you exercise your Options, conditional on the Court sanctioning the Scheme, but that instead of i3 Energy issuing shares to you, i3 Energy pays you a cash sum equal to the market value of the i3 Energy shares you would otherwise receive (calculated by reference to the value of the voting equity offer as set out in the Scheme Document) less the exercise price and any deductions required to satisfy any income tax and employee national insurance contributions (or foreign equivalents) due from you (**Cash Equivalent**).

The rules of the Option Plans (save in the case of the i3 Energy Employee Share Option Plan 2020 and Options issued to Canadian residents), permit the i3 Energy Board to determine that the Cash Equivalent be paid to option holders, rather than issuing them with i3 Energy shares on the exercise of the relevant Options. The i3 Energy Board intends to make this determination in respect of any and all Options exercised (and consented to in the case of Options issued to Canadian residents and

Options under the i3 Energy Employee Share Option Plan 2020) pursuant to the Option Proposal.

As a result, if you accept the Option Proposal you will not receive i3 Energy Shares, which would otherwise be subject to the Scheme and you will not receive any New Gran Tierra Shares under the terms of the Scheme. Instead, you will receive a Cash Equivalent sum based on the market value (calculated by reference to the value of the voting equity offer as set out in the Scheme Document) that a corresponding number of i3 Energy Shares is expected to receive under the terms of the Scheme, along with the Acquisition Dividend (see paragraph 2 above).

The exercise of your Options under the Option Proposal is conditional on Court Sanction of the Scheme. If the Court does not sanction the Scheme, your exercise will not be effective and your Options will not lapse; they will remain exercisable in accordance with the usual vesting and exercise provisions that apply to those Options under the rules of the relevant Plan.

If the Court sanctions the Scheme, unexercised Options will lapse in due course on their ordinary terms under the rules of the relevant Plan. Options could also lapse earlier in accordance with their terms. For example, your Options could lapse (and so cease to be exercisable) if you cease employment or service before the date of the Court Sanction.

3.2 What is the timetable and procedure for accepting the Option Proposal?

If you wish to exercise your Options and accept the Option Proposal, you must act quickly.

To exercise your Options and accept the Option Proposal you must:

- **complete, SIGN AND HAVE WITNESSED BY AN INDEPENDENT PARTY the enclosed Decision Form (see note 5 of the Decision Form);**
- **return it, to be received by Jason Dranchuk at i3 Energy as soon as possible but in any event by NOT LATER THAN 5 pm UK time on 22 October 2024. Given the time constraints, we recommend that you scan and email your signed Decision Form to Jason Dranchuk at jdranchuk@i3.energy.**

If you accept the Option Proposal, your acceptance cannot subsequently be revoked. It will, however, be of no effect if the Scheme is not approved by Scheme Shareholders and sanctioned by the Court.

4. TAXATION

A summary of the tax consequences for UK resident Option Holders is set out in the schedule to this letter. A summary of the tax consequences for Canadian resident Option Holders is also set out in the schedule to this letter. **If you are in any doubt**

as to your own taxation position, you should consult your own personal tax adviser immediately.

5. WHERE THE OPTION PROPOSAL IS NOT ACCEPTED

If you do not accept the Option Proposal, you may still exercise your Options on their normal terms under the rules of the relevant Plan following the Court Sanction, although the i3 Energy Shares you acquire will not then form part of the Scheme. However, a resolution is proposed at the i3 Energy General Meeting to amend i3 Energy's articles of association. As a result of that amendment, any i3 Energy Shares issued on the exercise of Options after the Scheme Record Time will be automatically transferred to Gran Tierra in return for the same consideration – excluding the Acquisition Dividend - as you would have received had you participated in the Scheme (see paragraph 2 above).

You will be required to fund the exercise price of your Options if you do not accept the Option Proposal. You will also have to make arrangements with i3 Energy for the payment of any income tax and employee NICs (or foreign equivalents) due from you which arise in relation to the exercise of your Options for which a member of the i3 Energy Group is liable to account for, to a tax authority on your behalf. You will have to make such arrangements before i3 Energy Shares are issued to you.

As mentioned earlier, you should also note that the rules of the Option Plans (save in the case of the i3 Energy Employee Share Option Plan 2020 and Options issued to Canadian residents), permit the i3 Energy Board to determine that a Cash Equivalent be paid to option holders, rather than issuing i3 Energy shares on the exercise of the relevant Options. In that case, the market value shall be calculated by reference to the value of the voting equity offer as set out in the Scheme Document and will also reflect the value of the Acquisition Dividend.

If they remain unexercised your Options will also lapse in the future as set out in the relevant Plan rules.

If, prior to exercise, you cease to be an employee of the i3 Energy Group, then depending on the circumstances of your departure, you may lose your right to exercise your Options altogether.

If you require further details relating to exercise of your Options outside the Option Proposal, please contact Jason Dranchuk at i3 Energy (by email at jdranchuk@i3.energy or by telephone on +1 403 968 5694).

6. RECOMMENDATION BY THE I3 ENERGY DIRECTORS

The i3 Energy Directors, who have been so advised by Zeus Capital Limited as to the financial terms of the Option Proposal, consider the terms of the Option Proposal to be fair and reasonable in the context of the Acquisition. In providing advice to the i3 Energy Directors, Zeus Capital Limited has taken into account the commercial

assessments of the i3 Energy Directors. The i3 Energy Directors recommend that you accept the Option Proposal.

7. FURTHER INFORMATION

If you have any questions on the information set out in this letter, please contact Jason Dranchuk at jdranchuk@i3.energy without delay. Please note, however, that neither Jason Dranchuk nor anyone at i3 Energy will be able to advise you of the course of action that you should take in relation to your Options or give you any advice on any tax consequences associated with any particular course of action. You are reminded that if you fail to take any action, your Options will, in due course, lapse and cease to be of any value.

Yours faithfully

Majid Shafiq

Chief Executive Officer

i3 Energy PLC

Gary Guidry

President and Chief Executive Officer

Gran Tierra, Inc.

Notes:

- (i) Words and expressions defined in the Scheme Document and the documentation relating to the grant of your Options will, unless the context otherwise requires, have the same meaning in this letter, the schedule to this letter and the enclosed Decision Form. If there is any conflict between this letter and the terms of the Options or any applicable legislation, the terms on which the Options have been granted and/or any applicable legislation shall take precedence.
- (ii) The i3 Energy Directors, whose names and addresses are set out in paragraph 2.1 of Part 9 of the Scheme Document, each accept responsibility for the information contained in this letter (including the schedule) and the Decision Form other than information for which the Gran Tierra Directors accept responsibility under paragraph (iii) below. To the best of the knowledge and belief of the i3 Energy Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter (including the schedule) and the Decision Form for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (iii) The Gran Tierra Directors, whose names are set out in paragraph 2.2 of Part 9 of the Scheme Document, each accept responsibility for the information contained in this letter (including the schedule) and the Decision Form relating to Gran Tierra. To the best of the knowledge and belief of the Gran Tierra Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter (including the schedule) and the Decision Form for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (iv) **STIFEL NICOLAUS EUROPE LIMITED**, which is authorised and regulated by the FCA in the UK, is acting as financial adviser exclusively for Gran Tierra and no one else in connection with the Scheme and the Option Proposal contained in this letter and will not be responsible to anyone other than Gran Tierra for providing the protections afforded to its clients or for providing advice in relation to matters referred to in this letter. Neither **STIFEL NICOLAUS EUROPE LIMITED**, nor any of its affiliates, owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of **STIFEL NICOLAUS EUROPE LIMITED** in relation to the Scheme, Option Proposal, this letter and any statement contained herein or otherwise.
- (v) **STIFEL NICOLAUS EUROPE LIMITED** has given and not withdrawn its written consent to the issue of this letter (including the schedule) and the Decision Form with the inclusion of the references to its name in the form and context in which it appears.
- (vi) **ZEUS CAPITAL LIMITED** which is authorised and regulated by the FCA in the UK, is acting as financial adviser to i3 Energy and no-one else in connection with the Scheme and the Option Proposal contained in this letter and will not be responsible to anyone other than i3 Energy for providing the protections afforded to clients of **ZEUS**

CAPITAL LIMITED or for providing advice in relation to the Scheme or Option Proposal.

- (vii) **ZEUS CAPITAL LIMITED** has given and not withdrawn its written consent to the issue of this letter (including the schedule) and the Decision Form with the inclusion of the references to its name in the form and context in which it appears.
- (viii) Nothing in this letter or the Decision Form shall be construed as investment advice or any investment recommendation given by i3 Energy or Gran Tierra.
- (ix) Accidental omission to despatch this letter or the Decision Form to, or any failure to receive the same by, any person to whom the Option Proposal is made, or should be made, shall not invalidate the Option Proposal in any way.
- (x) All acceptances and decisions made in respect of the Option Proposal will be irrevocable.
- (xi) Receipt of documents will not be acknowledged. All documents sent by or to an Option Holder will be sent at the individual's own risk. If an Option Holder has received this letter and the Decision Form in electronic form, they may request that copies of those documents be sent to them in hard copy form and that all future documents be sent to them in hard copy form. Requests should be submitted to Jason Dranchuk at i3 Energy.
- (xii) This document, the Decision Form and the Option Proposal shall be governed by and construed in accordance with English law.
- (xiii) A copy of this document will be available to view on i3 Energy's website at <https://i3.energy/grantierra-offer-terms>.

SCHEDULE

United Kingdom Taxation

THIS SCHEDULE CONTAINS A GENERAL GUIDE TO UK TAXATION ISSUES IN RELATION TO YOUR OPTIONS GRANTED UNDER THE OPTION PLANS. THE GUIDE IS WRITTEN ON THE ASSUMPTION THAT YOU ARE RESIDENT FOR TAX PURPOSES IN THE UK AND ARE AN EMPLOYEE OF THE i3 Energy GROUP.

The information contained below is for guidance only and is based on the tax legislation in force, and published HMRC guidance as at the date of this letter. It is not a full description of all the circumstances in which a tax liability may occur and only considers the implications for you of accepting the Option Proposal. **If you are in any doubt as to your tax position or if you are not resident in the UK or are not an employee of the i3 Energy Group, you should consult an appropriate independent professional adviser immediately.**

1. TAXATION OF OPTIONS

Income tax and NICs

An income tax and NICs charge will arise on the exercise of your Options.

i3 Energy's estimate of any income tax and employee NICs liabilities will be deducted before payment is made to you, and such tax and NICs will be accounted for to HMRC. To the extent the amounts deducted prove to be insufficient, you may be required to make further payments to HMRC.

2. TAX RETURNS

Under the Cash Equivalent, your income tax (and employee NICs liabilities) will be paid to HMRC under PAYE and you will not be required to file a tax return just for this part of your income.

Canadian Taxation

The following is a general summary of the material Canadian federal income tax considerations applicable if you are an Option Holder participating in the Option Proposal, and, at all relevant times: (i) you are resident in Canada for purposes of the *Income Tax Act* (Canada) (the "**Tax Act**"); (ii) your participation in the Option Plans is by virtue of your relationship with the i3 Energy Group as an employee (including directors and officers); (iii) you carry out all of your duties as an employee of the i3 Energy Group in Canada; and (iv) the exercise price of the Option was at least equal to the fair market value of the i3 Energy shares at the time of grant of the applicable Option. If you: (i) are uncertain of your residency status; (ii) are uncertain whether you are considered an employee for purposes of this summary; or (iii) carried out your employment duties both in Canada and elsewhere, we encourage you to consult your tax advisor having regard to your own particular circumstances.

This summary is based on the current provisions of the Tax Act, the current published administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**"), and all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and assumes that the Proposed Amendments will be enacted substantially as proposed. No assurance can be given that the Proposed Amendments will be enacted in their present form, or at all. This summary will not be updated to reflect any Proposed Amendments or changes in CRA administrative policy assessing practice announced or implemented after the date hereof.

This summary is of a general nature only and is not intended to be legal or tax advice to any particular Option Holder. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, Option Holders should consult their own tax advisors having regard to their own particular circumstances.

Under the Option Proposal, at the time you exercise your Options, you will be treated as having received employment income equal to the gross amount of cash received (including any applicable statutory withholding, tax and social security deductions and remittances). The employment benefit will be subject to statutory withholding tax at applicable Canadian income tax withholding rates.

Exercising your Options under the Option Proposal will cause an amount equal to the employment benefit to be included in your employment income in the year in which you exercise the Options and you will be taxed on the total amount of the employment benefit. Provided that certain conditions are met and an election is made by the i3 Energy Group, you may be eligible for a deduction of one-half of the employment benefit, up to the first CAD\$250,000, and a deduction of one-third of the remaining employment benefit.

On your T4 slip for the year in which you exercise the Options, the i3 Energy Group will report the employment benefit in respect of the cash payment on the exercise of your Options. Canada Pension Plan contributions and Employment Insurance contributions are required on the full amount of the employment benefit (if you have not already exceeded the maximum payments for the year) and will be reported on your T4 slip.