

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART 2 (EXPLANATORY STATEMENT) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006. THIS DOCUMENT CONTAINS DETAILS OF A PROPOSED ACQUISITION WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF ADMISSION TO TRADING OF CYKEL SHARES ON the AQUIS EXCHANGE.**

If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the UK, or from another appropriately authorised independent financial adviser, if you are taking advice in a territory outside the UK.

If you have sold or otherwise transferred all of your Cykel Shares, please send this document together with the accompanying documents (other than documents or forms personal to you) at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws of such jurisdiction. If you have sold or otherwise transferred part only of your holding of Cykel Shares, please retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

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**Recommended all-share offer by**

**MUSTANG ENERGY PLC**

for

**CYKEL AI PLC**

**to be effected by means of a scheme of arrangement  
under Part 26 of the Companies Act 2006**

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The distribution of this document in or into jurisdictions other than the UK may be restricted by the laws or regulations of those jurisdictions and therefore persons into whose possession this document comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws or regulations of any such jurisdiction.

Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document is not a prospectus.

This document, including all information incorporated into this document by reference to another source and together with the accompanying Forms of Proxy, should be read as a whole. Your attention is drawn to the letter from the Executive Chairman of Cykel in Part 1 (*Letter from the Executive Chairman of Cykel*) of this document, which contains the unanimous recommendation of the Cykel Directors that you vote in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting. A letter from Capital Plus Partners Limited explaining the Scheme appears in Part 2 (*Explanatory Statement*) of this document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the Court Meeting and the General Meeting of Cykel, each of which will be held at the offices of Fladgate LLP at 16 Great Queen Street, London, WC2B 5DG, on 20 June 2024, are set out on pages 81 to 86 of this document. The Court Meeting will start at 11 am on that date and the General Meeting at 11.15 am or as soon thereafter as the Court Meeting is concluded or adjourned.

Action to be taken by Cykel Shareholders is set out on pages 9 to 11 of this document. Cykel Shareholders are asked to complete and return the accompanying blue and white Forms of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by the Company's registrars, Neville Registrars, no later than 48 hours before the relevant meeting (or adjourned meeting, where applicable), excluding any part of a day that is not a business day. Cykel Shareholders who hold Cykel Shares in CREST may also appoint a proxy through the CREST electronic proxy appointment service by following the instructions set out on pages 10 and 11 of this document. If the blue Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be completed and handed to the Chair (if attending in person) at any time before the start of the Court Meeting. However, in the case of the General Meeting, if the white Form of Proxy is not lodged by the relevant time, and in accordance with the instructions on the white Form of Proxy, it will be invalid.

If you have any questions about this document, the Court Meeting or the General Meeting, or how to complete the Forms of Proxy, please call Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.00 pm, Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice or advice on the merits of the Acquisition and calls may be recorded and monitored for security and training purposes. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.

Certain terms used in this document are defined in Part 7 (*Definitions*) of this document.

Capital Plus Partners Limited ("Capital Plus Partners"), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority ("FCA"), is acting as financial adviser to Cykel and for no one else in connection with the Acquisition and will not be responsible to anyone other than Cykel for providing the protections afforded to its clients nor for providing advice in relation to the Acquisition, the contents of this document or any other matters referred to in this document.

#### **IMPORTANT NOTICE**

The release, publication or distribution of this document in or into certain jurisdictions other than the UK may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the UK should inform themselves about, and observe, such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws or regulations of such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. Neither this document nor any of the accompanying documents do or are intended to constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Acquisition or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. Further information in relation to Overseas Shareholders is contained in paragraph 15 of Part 2 (*Explanatory Statement*) of this document.

This document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful. In the event of any ambiguity or conflict between this document and the Mustang Circular and the Prospectus in respect of the terms and conditions of the Acquisition or the Scheme, this document shall prevail.

#### *Overseas Shareholders*

This document has been prepared in connection with proposals in relation to a scheme of arrangement pursuant to and for the purpose of complying with the applicable requirements of English law, the Takeover Code, the Panel, the London Stock Exchange, the Aquis Rules, the FCA, the UK Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the Registrar of Companies and information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside England and Wales. Nothing in this document should be relied on for any other purpose. Further information in relation to Overseas Shareholders is contained in paragraph 15 of Part 2 (*Explanatory Statement*) of this document.

The release, publication or distribution of this document in or into certain jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore any persons into whose possession this document comes should inform themselves of, and observe, such restrictions. In particular the ability of persons who are not resident in the United Kingdom to vote their Cykel Shares at the Court Meeting or General Meeting, or to appoint another person as proxy to vote at the Court Meeting or General Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by Mustang or required by the Takeover Code, and permitted by applicable law and regulation, New Mustang Shares to be issued pursuant to the Acquisition shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such means from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction and no person may vote in favour of the Acquisition by use of mail or any other means of instrumentality (including, without limitation, facsimile, email or other electronic transmission or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction.

Accordingly, copies of this document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this document and all documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law or regulation), such Takeover Offer may not be made, directly or indirectly, in or into, or by use of mail or any other means or instrumentality (including, without limitation, facsimile, email or other electronic transmission or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and such Takeover Offer will not be capable of acceptance by any such use, means, instrumentality or facilities from within any Restricted Jurisdiction.

The availability of New Mustang Shares pursuant to the Acquisition to Cykel Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

The Acquisition shall be subject to the applicable requirements of English law, the Takeover Code, the Panel, the London Stock Exchange, the Aquis Rules, the FCA, the UK Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the Registrar of Companies.

#### *Certain notices to US and Canadian investors*

The Acquisition relates to the shares of an English company and is being made by means of a scheme of arrangement provided for under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the tender offer or proxy solicitation rules under the US Securities Exchange Act of 1934, as amended (the "US Exchange Act") or under Canadian Securities Administrators National Instrument 62-104 *Take-Over Bids and Issuer Bids* ("NI 62-104"). Accordingly, the Acquisition is subject to the disclosure and procedural requirements and practices applicable in the UK to schemes of arrangement which differ from the disclosure requirements of the respective tender offer and proxy solicitation rules in the US or Canada.

The financial information included or incorporated by reference in this document or any other documents relating to the Acquisition (or, if the Acquisition is implemented by way of a Takeover Offer, any offer document) has been prepared in accordance with IFRS and may not be comparable to the financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

If, in the future, Mustang exercises its right to implement the Acquisition by means of a Takeover Offer and determines to extend the offer into the United States or Canada, such a Takeover Offer will be made in compliance with all applicable US laws and regulations, including any applicable exemptions under the US Exchange Act and the US Securities Act of 1933, as amended (the "US Securities Act") or NI 62-104, if any.

In accordance with normal UK practice, Mustang or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Cykel outside of the United States and Canada, other than pursuant to the Acquisition, until the date on which the Acquisition becomes Effective in accordance with its terms, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act and NI 62-104. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com).

It may be difficult for US or Canadian holders of Scheme Shares to enforce their rights and any claim arising out of the US federal laws or Canadian laws, as applicable, or to enforce against them a judgment of a US or Canadian court predicated upon the securities laws of the UK, since Cykel and Mustang are both incorporated under the laws of England and Wales. Some or all of the officers and directors of Mustang and Cykel, respectively, are residents of countries other than the United States. In addition, the assets of Mustang and Cykel are located outside the United States and Canada. US or Canadian holders of Scheme Shares may not be able to sue a non-US and non-Canadian company or its officers or directors in a non-US and non-Canadian court for violations of the US or Canadian securities laws. Further, it may be difficult to compel a non-US and non-Canadian company and its affiliates to subject themselves to a US or Canadian court's judgment.

The New Mustang Shares to be issued pursuant to the Scheme have not been and will not be registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the US Securities Act and such other laws. There will be no public offering of the New Mustang Shares in the United States.

Similarly the New Mustang Shares to be issued pursuant to the Scheme will not be qualified by a prospectus filed in any Canadian province or territory and may not be offered or sold in Canada absent an applicable exemption from the prospectus requirements under applicable Canadian securities laws. There will be no public offering of the New Mustang Shares in Canada.

Neither the US Securities and Exchange Commission nor any US state securities commission, nor any Canadian securities regulatory authority, has reviewed or approved this document, the Acquisition, the Scheme or the issue of the New Mustang Shares or passed upon the accuracy or adequacy of this document or any other document relating to the Acquisition. Any representation to the contrary is a criminal offence in the United States and Canada.

#### *Important information for Singapore investors*

This offer is made in reliance on the exemption under section 272A(1) of the Securities and Futures Act 2001 ("Singapore SFA"). It is not made in or accompanied by a prospectus that is registered by the Monetary Authority of Singapore ("MAS").

As this document has not been registered as a prospectus with the MAS pursuant to section 240 of the Singapore SFA, this document and any other document or material in connection with the offer or issue of the New Mustang Shares, the Acquisition or the Scheme, may not be circulated or distributed, nor may the New Mustang Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to the public or any member of the public in Singapore other than to such persons permitted under the Singapore SFA.

By accepting receipt of this document and any other document or material in connection with the offer or issue of the New Mustang Shares, the Acquisition or the Scheme, any person in Singapore so receiving such documents and materials represents and warrants that he or it is entitled to receive such document in accordance with the restrictions set forth above and agrees to be bound by the limitations contained herein.

Subject to the foregoing, in the event an offer or issue of any New Mustang Shares is made to any person in Singapore, all such New Mustang Shares shall be offered and issued to a limited number of investors pursuant to the small offer exemption prescribed by section 272A of the Singapore SFA and/or the private placement exemption prescribed by section 272B of the Singapore SFA.

Where the New Mustang Shares are issued to any person in Singapore pursuant to the small offer exemption prescribed by section 272A of the Singapore SFA, such New Mustang Shares shall not be transferable for 6 months after the issuance of such New Mustang Shares unless such transfer is made in accordance with the Singapore SFA.

### **Forward-looking statements**

This document (including information incorporated by reference in this document), oral statements made regarding the Acquisition, and other information published by Cykel and Mustang contain statements which are, or may be deemed to be, "forward-looking statements". Such forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which Mustang, Cykel or the Combined Group will operate in the future and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements. The forward-looking statements contained in this document relate to Mustang, Cykel or the Combined Group's future prospects, developments and business strategies, the expected timing and scope of the Acquisition and other statements other than historical facts. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "will look to", "would look to", "plans", "prepares", "anticipates", "expects", "is expected to", "is subject to", "budget", "scheduled", "forecasts", "synergy", "strategy", "goal", "cost-saving", "projects", "intends", "may", "will" or "should" or their negatives or other variations or comparable terminology. Forward-looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Mustang's, Cykel's, or the Combined Group's operations and potential synergies resulting from the Acquisition; (iii) new product launches and customer relationships; and (iv) the effects of global economic conditions and governmental regulation on Mustang's, Cykel's or the Combined Group's business. For a discussion of important factors which could cause actual results to differ from forward looking statements in relation to Mustang, Chopper or the Combined Group, refer to the Prospectus.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. These events and circumstances include changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business, partnerships, combinations or disposals. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions prove incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors. Given these risks and uncertainties, potential investors should not place any reliance on forward-looking statements.

The forward-looking statements speak only at the date of this document. All subsequent oral or written forward-looking statements attributable to Mustang or Cykel, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statements above.

Each of Cykel and Mustang, and each of their respective members, associates, directors, officers, employees or advisers expressly disclaims any obligation to update such statements other than as required by law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

### **No profit forecasts, estimates or quantified benefits statements**

No statement in this document is intended as a profit forecast or profit estimate and no statement in this document should be interpreted to mean that earnings or earnings per Cykel Share or Mustang Share, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per Cykel Share or Mustang Share or to mean that the Combined Group's earnings in the first 12 months following the Acquisition, or in any subsequent period, would necessarily match or be greater than those of Cykel or Mustang for the relevant preceding financial period or any other period.



## **Disclosure requirements of the Takeover Code**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror before the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at [www.thetakeoverpanel.org.uk/](http://www.thetakeoverpanel.org.uk/), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0) 207 638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

## **Rounding**

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

## **Publication on website and availability of hard copies**

A copy of this document and, in due course, the Mustang Circular and the Prospectus (expected to be published on or around the date of this document), will be available, on Mustang's website (at [www.mustangplc.com](http://www.mustangplc.com)) and Cykel's website (at [www.cykel.ai](http://www.cykel.ai)) by no later than 12 noon (London time) on the business day following the date of this document. Save as expressly stated in this document, the contents of the websites referred to in this document are not incorporated into and do not form part of this document.

Cykel Shareholders, persons with information rights and holders of the Cykel Warrants may request a hard copy of this document, and any information incorporated into this document by reference to another source, by contacting Cykel's registrars, Neville Registrars, on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.00 pm, Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice or advice on the merits of the Acquisition and calls may be recorded and monitored for security and training purposes.

For persons who receive a copy of this document in electronic form or via a website notification, a hard copy of this document will not be sent unless so requested and hard copies of information incorporated into this document by reference to another source will not be sent to any recipient of this document, whether in hard copy or in electronic form or via a website notification, unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

**Electronic communications**

Please be aware that addresses, electronic addresses and certain other information provided by Cykel Shareholders, persons with information rights and other relevant persons in connection with the receipt of communications from Cykel may be provided to Mustang during the Offer Period as required under Section 4 of Appendix 4 of the Takeover Code.

This document is dated 24 May 2024.

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## ACTION TO BE TAKEN

The Cykel Directors, who have been so advised by Capital Plus Partners as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable and in the best interests of the Cykel Shareholders taken as a whole. Accordingly, the Cykel Directors recommend unanimously that Cykel Shareholders vote or procure votes to approve the Scheme at the Court Meeting and to vote or procure votes in favour of the Resolution to be proposed at the General Meeting, as they have irrevocably undertaken to do (or procure to be done) in respect of their own legal and beneficial holdings of Cykel Shares, being, in aggregate, 53,500,000 Cykel Shares representing approximately 26.07% of the issued share capital of Cykel as at the Latest Practicable Date. In providing their advice to the Cykel Directors, Capital Plus Partners has taken into account the commercial assessments of the Cykel Directors. Capital Plus Partners is providing independent financial advice to the Cykel Directors for the purposes of Rule 3 of the Takeover Code.

This section should be read in conjunction with the rest of this document, and in particular, paragraphs 7 and 16 of Part 2 (*Explanatory Statement*).

### 1. The documents

Please check that you have received the following:

- (A) a blue Form of Proxy for use in respect of the Court Meeting on 20 June 2024;
- (B) a white Form of Proxy for use in respect of the General Meeting on 20 June 2024; and
- (C) a pre-paid envelope for use in the UK only for the return of the blue Form of Proxy and the white Form of Proxy.

If you are a Cykel Shareholder and you have not received hard copies of, or you have not been able to access online, all of these documents, please contact the shareholder helpline on the number indicated below.

### 2. Voting at the Court Meeting and the General Meeting

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at the offices of Fladgate LLP at 16 Great Queen Street, London, WC2B 5DG at 11.00 am on 20 June 2024. Implementation of the Scheme will also require the approval of the Resolution by the Cykel Shareholders at the General Meeting. The General Meeting will be held at the same place as the Court Meeting at 11.15 am (or as soon thereafter as the Court Meeting shall have concluded or been adjourned). Notices of the Court Meeting and the General Meeting are set out in Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document, respectively.

As set out in the opening pages of this document and in Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document, Scheme Shareholders or Cykel Shareholders (as applicable) and other attendees will be able to attend and participate in the Court Meeting and the General Meeting in person. Scheme Shareholders and Cykel Shareholders entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend and vote at the Court Meeting and/or General Meeting (as applicable). A proxy need not be a Cykel Shareholder.

**It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of the opinion of Scheme Shareholders. Whether or not you intend to attend and/or vote at the Court Meeting and/or the General Meeting, please sign and return your Forms of Proxy, or deliver your voting instructions by one of the other methods described in this document, as soon as possible.**

**Scheme Shareholders or Cykel Shareholders (as applicable) and other attendees will be able to attend the Court Meeting and the General Meeting in person. Scheme Shareholders and Cykel Shareholders are strongly encouraged to vote by appointing the Chair of each of the Court Meeting and the General Meeting as their proxy (either electronically, by post or by hand using the printed Forms of Proxy, as set out below) before the relevant deadline.**

**The Chair of the relevant meeting will vote in accordance with the voting instructions of the appointing Scheme Shareholder or Cykel Shareholder (as applicable).**

## **Sending Forms of Proxy by post or by hand**

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them, either: (i) by post; or (ii) during normal business hours only, by hand, to Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD, so as to be received as soon as possible and in any event no later than the relevant time set out below:

- (A) blue Forms of Proxy for the Court Meeting 11.00 am on 18 June 2024
- (B) white Forms of Proxy for the General Meeting 11.15 am on 18 June 2024

or, if in either case the meeting is adjourned, the relevant Form of Proxy should be received no later than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the adjourned meeting.

If the blue Form of Proxy for the Court Meeting is not returned by such time, it may be completed and handed to the Chair at any time before the start of the Court Meeting and will still be valid. However, in the case of the General Meeting, the white Form of Proxy must be received by Neville Registrars by the time mentioned above, or it will be invalid.

Or, if in either case the meeting is adjourned, the relevant Form of Proxy should be received no later than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the adjourned meeting.

If the blue Form of Proxy for the Court Meeting is not returned by such time, it may be completed and handed to the Chair at any time before the start of the Court Meeting and will still be valid. However, in the case of the General Meeting, the white Form of Proxy must be received by Neville Registrars by the time mentioned above, or it will be invalid.

Scheme Shareholders and Cykel Shareholders are entitled to appoint a proxy in respect of some or all of their respective Scheme Shares or Cykel Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Scheme Shareholders and Cykel Shareholders who wish to appoint more than one proxy in respect of their holding of Scheme Shares or Cykel Shares (as applicable) should contact Neville Registrars for further Forms of Proxy.

## **Electronic appointment of proxies through CREST**

If you hold Cykel Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Meetings (or any adjourned meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (ID: 7RA11) by 11.00 am on 18 June 2024 in respect of the Court Meeting and 11.15 am on 18 June 2024 in respect of the General Meeting or, if in either case the meeting is adjourned, the relevant Form of Proxy should be received not less than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the Court Meeting or General Meeting (or adjourned meeting), as applicable. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member

or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Cykel may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

### **3. Cykel Warrants**

Holders of the Cykel Warrants will be contacted separately regarding the effect of the Scheme on their rights under the Cykel Warrants. A summary of the effect of the Scheme on Awards under the Cykel Warrants is set out in paragraph 5 of Part 2 (*Explanatory Statement*) of this document.

### **4. Shareholder helpline**

If you have any questions about this document, the Court Meeting or the General Meeting or on the completion and return of the Forms of Proxy, please call Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.00 pm, Monday to Friday excluding public holidays in England and Wales. Neville Registrars cannot provide any financial, legal or tax advice or advice on the merits of the Acquisition and calls may be recorded and monitored for security and training purposes.

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Event	Expected time/date
Publication of the Prospectus	23 May 2024
Publication of this document and the Mustang Circular	24 May 2024
Latest time and date for lodging Forms of Proxy or for submitting proxy instructions via the CREST electronic proxy appointment service for the Court Meeting	11.00 am on 18 June 2024
Court Meeting (blue Form of Proxy)	11.00 am on 20 June 2024 <sup>(1)</sup>
Latest time for lodging Forms of Proxy or for submitting proxy instructions via the CREST electronic proxy appointment service for the General Meeting	11.15 am on 18 June 2024
General Meeting (white Form of Proxy)	11.15 am on 20 June 2024 <sup>(2)</sup>
Voting Record Time	6.00 pm on 18 June 2024 <sup>(3)</sup>
Mustang General Meeting	11.00 am on 20 June 2024

The following dates are indicative only and are based on the current expectations of the Cykel Directors and the Mustang Directors and may be subject to change; please see note (4) and (5) below.

Event	Expected time/date
Scheme Sanction Hearing	25 June 2024 (D) <sup>(5)</sup>
Last day of dealings in, and for registration of transfers of, and disablement of CREST for, Cykel Shares <sup>(6)</sup>	D + 1 business day
Scheme Record Time	6.00 pm on D + 1 business day
Effective Date of the Scheme	D + 1 business days <sup>(7)</sup>
Cancellation of admission of Cykel Shares to trading on the Aquis Stock Exchange Growth Market	8.00 am on D + 2 business days
Admission and commencement of dealings of the New Mustang Shares on the Main Market	8.00 am on D + 2 business days
Issue of New Mustang Shares	D + 2 business days
CREST accounts of Cykel Shareholders credited with New Mustang Shares	at or soon after 8.00 am on D + 2 business days (but not later than 14 days after the Effective Date)
Despatch of share certificates for the New Mustang Shares	within 14 days after the Effective Date
Long Stop Date	31 December 2024 <sup>(8)</sup>

<sup>(1)</sup> It is requested that blue Forms of Proxy for the Court Meeting be lodged no later than 48 hours (excluding any part of a day that is not a business day) before the time appointed for the Court Meeting or, in the case of an adjourned meeting, 48 hours (excluding any part of a day that is not a business day) before the time appointed for the adjourned Court Meeting. Blue Forms of Proxy not so lodged may be completed and handed to the Chair at any time before the start of the Court Meeting.

<sup>(2)</sup> White Forms of Proxy for the General Meeting must be lodged no later than 48 hours (excluding any part of a day that is not a business day) before the time appointed for the General Meeting or, in the case of an adjourned meeting, 48 hours (excluding any part of a day that is not a business day) before the time appointed for the adjourned General Meeting.

<sup>(3)</sup> If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned meeting will be 6.00 pm on the date which is two days (excluding any part of a day that is not a business day) before the date set for such adjourned meeting or as soon after 11.15 am as the Court Meeting shall have concluded or been adjourned.

- <sup>(4)</sup> These dates are indicative only and will depend, among other things, on the date upon which: (i) the Conditions are satisfied or (if capable of waiver) waived; (ii) the Court sanctions the Scheme; and (iii) the Court Order is delivered to the Registrar of Companies.
- <sup>(5)</sup> The Scheme Sanction Hearing is expected to be held on 25 June 2024. Cykel will give adequate notice of the date and time of the Scheme Sanction Hearing, once known, by issuing an announcement through a Regulatory Information Service.
- <sup>(6)</sup> Note that dealings in Cykel on the AQSE have been suspended since 18 January 2024.
- <sup>(7)</sup> The Scheme will become effective pursuant to its terms upon the Court Order being delivered to the Registrar of Companies.
- <sup>(8)</sup> This is the latest date by which the Scheme may become Effective unless Cykel and Mustang agree (and, if required, the Panel consents to and the Court approves) a later date.

All references in this document to times are to London time unless otherwise stated. The dates and times given are indicative only and are based on Cykel's and Mustang's current expectations and may be subject to change (including as a result of changes to the regulatory timetable). If any of the expected times and/or dates above change, the revised times and/or dates will be notified to Cykel Shareholders by announcement through a Regulatory Information Service.

## PART 1: LETTER FROM THE EXECUTIVE CHAIRMAN OF CYKEL

# CYKEL AI PLC

(registered in England and Wales with registered number 15088392)

### *Cykel Directors:*

Jonathan Bixby (*Executive Chairman*)  
Nicholas Lyth (*Financial Director*)  
Jonathan Hives (*Non-Executive Director*)  
Robert Mayfield (*Non-Executive Director*)

### *Registered office:*

16 Great Queen Street,  
London, WC2B 5DG

24 May 2024

*To Cykel Shareholders and, for information only, to persons with information rights and holders of Cykel Warrants*

Dear Shareholder,

### **RECOMMENDED ACQUISITION OF CYKEL AI PLC BY MUSTANG ENERGY PLC**

#### **1. Introduction**

On 10 May 2024, the Cykel Directors and the Mustang Directors announced that they had reached agreement on the terms and conditions of the recommended acquisition of Cykel by Mustang, to be effected by means of a scheme of arrangement under Part 26 of the Companies Act, pursuant to which Mustang would acquire the entire issued and to be issued share capital of Cykel. This announcement followed the suspension of trading the Cykel Shares on 18 January 2024 followed by a joint announcement of a possible offer for Cykel by Mustang on 19 January 2024.

I am now writing to you to set out the background to the Acquisition and the reasons why the Cykel Directors consider the terms of the Acquisition to be fair and reasonable and are unanimously recommending that you vote in favour of the Acquisition. I draw your attention to the letter from Capital Plus Partners in Part 2 (*Explanatory Statement*) of this document, which gives details about the Acquisition and to the additional information set out in Part 6 (*Additional Information*) of this document.

In order to approve the terms of the Acquisition, the required majority of Scheme Shareholders will need to vote in favour of the Scheme at the Court Meeting, and the required majority of Cykel Shareholders will need to vote in favour of the Resolution at the General Meeting. The Court Meeting and the General Meeting are to be held on 20 June 2024 at 11.00 am and 11.15 am (or if later, immediately after the conclusion of the Court Meeting) respectively. Details of the actions you are asked to take are set out on pages 9 to 11 and paragraph 16 of Part 2 (*Explanatory Statement*) of this document. The recommendation of the Cykel Directors is set out in paragraph 16 of this letter. Scheme Shareholders and Cykel Shareholders are reminded that they can attend the Court Meeting and the General Meeting (respectively) in person.

Scheme Shareholders and Cykel Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting (respectively) as soon as possible, using any of the methods (by post, by hand, or electronically through CREST) set out in this document. Scheme Shareholders and Cykel Shareholders are also strongly encouraged to appoint "the Chair of the meeting" as their proxy. Information about the procedures for appointing proxies and giving voting instructions in relation to the Meetings is set out in paragraph 16 of Part 2 (*Explanatory Statement*) and on pages 10 to 11 of this document.

#### **2. Summary of the terms of the Acquisition**

The Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement between Cykel and the Scheme Shareholders under Part 26 of the Companies Act.

Under the terms of the Acquisition, which will be subject to the terms and Conditions set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, Scheme Shareholders at the Scheme Record Time will be entitled to receive:

### **1.911 New Mustang Shares in exchange for each Cykel Share**

Based on this exchange ratio ("Exchange Ratio") and a valuation of £1 million for the current entire issued share capital of Mustang, the Acquisition implies an offer value of 9.37 pence per Scheme Share and values the entire issued ordinary share capital of Cykel at approximately £19.22 million.

On this basis, the Acquisition represents:

- a premium of approximately 1.30% to the Closing Price of 9.25 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares); and
- a discount of approximately 3.20% to the three-month (less one week) VWAP of 9.68 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares).

Upon completion of the Acquisition, Cykel Shareholders will hold approximately 95.05% of the entire issued ordinary share capital of the Combined Group and Mustang Shareholders will hold approximately 4.95% of the entire issued ordinary share capital of the Combined Group. The Combined Group will be re-admitted to listing on the Official List and to trading on the Main Market.

The Acquisition is subject to the Conditions and certain further terms set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, including the approval of the Scheme at the Court Meeting, the passing of the Resolution at the General Meeting (in each case by the requisite majority or majorities), the Mustang Shareholder Approval Condition and the Admission Condition. Subject to the satisfaction or (where applicable) waiver of the Conditions and to the further terms set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, it is expected that the Scheme will become Effective during the second quarter of 2024.

Further information about the Acquisition is provided in Part 2 (*Explanatory Statement*) of this document.

### **3. Background to and reasons for the Acquisition**

The Cykel Board and the Mustang Board believe that there is a compelling strategic and financial rationale for the Acquisition which will benefit the shareholders, clients, commercial counterparties and other stakeholders of the Combined Group.

Cykel is an early stage company that intends to grow quickly through the operation of a software business engaged in the development of advanced artificial intelligence (AI) products, aiming to offer these to consumers through a "software as a service" (SaaS) model. The Cykel Shares are currently listed on the Aquis Stock Exchange Growth Market

The Acquisition would allow the Cykel Shareholders to exchange their Cykel Shares for New Mustang Shares, being shares in the Combined Group. Upon completion of the Acquisition, the Combined Group will be admitted to the Main Market. The Cykel Directors believe that the Cykel Shareholders will achieve greater liquidity by holding shares in the Combined Group, rather than in Cykel alone. The Acquisition is an opportunity to achieve an admission to listing on the Official List and trading on the Main Market earlier than the Cykel Directors initially expected.

#### ***The Acquisition enables Mustang to complete a reverse takeover under the transitional rules***

Mustang is subject to the transitional provisions set out in the Listing Rules, pursuant to which the Combined Group would be re-admitted to listing on the Official List and to trading on the Main Market without the requirement that its market capitalisation be £30 million or more.

Mustang has been looking to complete an acquisition by way of a reverse takeover for a period of time. Mustang is subject to the transitional provisions set out in the Listing Rules (LR TR 16 in respect of LR 2.2.7R(1)) (the **Transitional Rules**). Pursuant to the Transitional Rules, which would have ceased to apply to Mustang had it not completed submissions to the FCA for an eligibility review for listing and a prospectus review before 4 p.m. on 1 December 2023 (**Submissions**), Mustang can be re-admitted following a reverse



takeover to listing on the Official List and to trading on the Main Market without the requirement that its market capitalisation be £30 million or more. Mustang has successfully completed the Submissions before 1 December 2023. Accordingly, Mustang may complete the Acquisition, by way of a reverse takeover under the Listing Rules on the basis of the Transitional Rules. Any later application for re-admission as part of a reverse takeover would not fall within the Transitional Rules and would be subject to the £30 million minimum market capitalisation requirement making any future reverse takeover more challenging for Mustang and reducing the attractiveness of Mustang as a shell company going forward.

***The Combined Group believes that it would be well-placed to carry out Cykel's business strategy***

At the heart of Cykel's product strategy lies the belief that the rise of potent Natural Language Processing (NLP) text generators, exemplified by OpenAI's "GPT-4," will serve as a catalyst for the widespread adoption of AI-driven business applications. As NLP-based text generators gain mainstream prominence, Cykel anticipates organisations embracing specialised "value add" applications that augment their business operations. This strategic orientation underscores Cykel's expectation of a burgeoning market for business applications propelled by the maturation of NLP technology.

Currently, Cykel is at an early stage of operations and in its development phase. Cykel has developed an AI-Powered Task Operating System as a Google Chrome extension. As announced by Cykel on 4 December 2023, this core software, including all front and back end coding, integration work with third party providers, and publishing of Cykel's extension was completed in Q4 2023. Cykel's AI-Powered Task Operating System (Task OS) is designed to bring AI capabilities to the world of task management, providing users with a platform for streamlined workflows, intelligent task prioritisation and cross-platform integration.

The Combined Group intends to expand in the following areas:

- B2B Sales: Cykel intends to market directly to B2B companies and expand its marketing in the UK, Europe and North America. The goal is to grow a client base materially in 2024 based on the successful launch of the product.
- Partnerships: Cykel intends to market through partnerships with organisations that are selling to the B2B software market.
- Technology: Cykel intends to offer more software features as it expands its client base. The technology roadmap will be driven primarily by user feedback from both customers and project partners.

Cykel's AI software aims to be available on a "freemium" basis. As such, the basic usage tier will be free, but Software as a Service fees will be incurred over a certain amount of requests per month.

The Cykel Directors and the Mustang Directors believe that the Combined Group's admission to the Main Market will not only enable greater liquidity of the Combined Group's shares, but also will enhance the Combined Group's corporate profile, which would in turn enhance the Combined Group in its market perception, contracting with third parties and attracting talent.

#### **4. Irrevocable undertakings to vote in favour of the Acquisition**

##### *Cykel Shareholders*

The Acquisition is supported by the Cykel Directors who hold Cykel Shares, who have each irrevocably undertaken to vote or procure the vote in favour of the Scheme in respect of an aggregate 53,500,000 Scheme Shares, representing 26.07% of the issued share capital of Cykel as at the Latest Practicable Date.

In addition, certain other Cykel Shareholders, being Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc, Nicholas Nugent, Alpha Capital Group Limited, Crowdfund Ltd, First Sentinel Corporate Finance Limited, Brian Stockbridge, Leo Mercier and Ewan Collinge have each irrevocably undertaken to vote or procure the vote in favour of the Scheme in respect of an aggregate 58,500,000 Cykel Shares, representing 28.51% of the issued share capital of Cykel as at the Latest Practicable Date.

In aggregate, Cykel has received irrevocable undertakings to vote or procure votes in favour of the Acquisition in respect of 112,000,000 Cykel Shares, representing 54.58% of the issued share capital of Cykel as at the Latest Practicable Date.

### *Mustang Shareholders*

The Acquisition is supported by certain Mustang Shareholders who have irrevocably undertaken to vote or procure the vote in favour of the Mustang Resolutions in respect of an aggregate 2,271,600 Mustang Shares, representing 22.38% of the issued share capital of Mustang as at the Latest Practicable Date.

In addition, irrevocable undertakings to vote or procure the vote in favour of the Mustang Resolutions have been given by Mustang Directors in respect of an aggregate 2,450,000 Mustang Shares, representing 20.14% of the issued share capital of Mustang as at the Latest Practicable Date.

Further details of these irrevocable undertakings (including details of the circumstances in which the irrevocable undertakings will cease to be binding) are set out in paragraph 6 of Part 6 (*Additional Information*).

## **5. Directors, management, employees, pensions, research and development and locations**

The following paragraphs are statements of intention as required to be included in this document by virtue of Rule 24.2 of the Takeover Code.

### ***Management, directors, employees and pensions***

Cykel has one employee and no pension scheme. The Acquisition is not expected to have any repercussions on the current employee of Cykel.

Mustang has one employee and no pension scheme. This employee is also a Mustang Director and, along with the other current Mustang Directors, will resign on completion of the Acquisition and the admission of the Combined Group to trading on the Official List.

The Combined Group will be led by the Cykel Directors, who would be appointed as the directors of Mustang on Admission.

Cykel and Mustang have not entered into and have not discussed any form of incentivisation arrangements with the Cykel Directors. Following the Effective Date, the Combined Group may put in place incentive arrangements for certain Cykel Directors.

Other than as mentioned above in this paragraph, the Acquisition is not expected to have any repercussions on employment or pensions for the Combined Group.

### ***Headquarters and locations***

Neither Cykel nor Mustang have a headquarters or physical location. The Combined Group does not intend to have any other physical locations of business.

### ***Business, assets, research and development***

The Mustang Concert Party and Cykel Directors have no intention to change the future business for the Combined Group, including research and development. The Acquisition will not have any impact on the current activities of Cykel. The Combined Group will undertake the activities of Cykel. Neither Cykel nor Mustang has material fixed assets.

### ***Trading facilities***

Cykel Shares are currently admitted to the Aquis Stock Exchange Growth Market and Mustang Shares are currently admitted to listing on the Official List and to trading on the Main Market. As explained in paragraph 12 of Part 2 (*Explanatory Statement*) of this document, Cykel intends to make a request to Aquis Exchange to cancel trading of the Cykel Shares on the Aquis Stock Exchange Growth Market, with effect from and shortly following the Effective Date. Following the Effective Date, the Combined Group will be re-admitted to listing on the Official List and to trading on the Main Market.

### ***Statements***

None of the statements in this paragraph 5 is a "post-offer undertaking" for the purposes of Rule 19.5 of the Takeover Code.

## **6. Background to and reasons for the recommendation**

The Cykel Directors and the Mustang Directors believe that the Acquisition will deliver material value for both sets of shareholders and that there is a compelling strategic and financial rationale for the Acquisition. The Cykel Directors and the Mustang Directors believe that the Acquisition is an opportunity for the Combined Group to achieve re-admission to listing on the Official List and to trading on the Main Market on the basis of the Transitional Rules, following which the Combined Group will be well placed to carry out Cykel's business strategy.

## **7. Mustang's current trading and prospects**

In 2023 Mustang was focused on the compilation of a prospectus to facilitate Admission. The total comprehensive profit for the year was £169,534 which comprised administrative costs of £470,378, interest payable on the loan notes of £449,863, adjustment of fair value of the investments of £927,172 offset by a gain in disposal of a financial asset at amortised cost of £1,868,029 and foreign exchange gain of £70,298.

The statement of financial position shows a movement in net liabilities to £314,738 from an opening net liability position on 1 January 2023 of £958,900. To account for the disposal of the investment during the year there was a decline in the investments balance to £Nil (31 December 2022: £7,056,976) and the corresponding decrease in borrowings to £Nil (31 December 2022: £7,751,742).

There have been no other significant changes to Mustang's financial condition and operating results during or subsequent to 31 December 2023.

## **8. Cykel's current trading and prospects**

Cykel was incorporated on 22 August 2023 and was admitted to trading on the Access segment of the Aquis Stock Exchange Growth Market on 25 October 2023. Trading in the Cykel Shares was suspended on 18 January 2024 due to the transformational nature of the Acquisition.

Prior to admission to AQSE, Cykel had raised gross proceeds of £568,500 and on admission it raised gross proceeds of £1,750,000.50 (before expenses) via direct subscription by sophisticated and high net worth investors.

On admission Cykel had a market capitalisation of approximately £6.16 million and on 17 January 2024 (being the last date on which its shares were traded on AQSE prior to their suspension), it had a market capitalisation of approximately £18.98 million.

Given its recent incorporation, Cykel has limited trading and operating history and, so far, it does not have any revenue or results of operations.

Cykel is an early stage company that intends to grow quickly through the operation of a software business engaged in the development of advanced artificial intelligence (AI) products, aiming to offer these to consumers through a "software as a service" (SaaS) model.

## **9. Dividends**

Neither Cykel nor Mustang anticipate declaring any dividends before the Effective Date or in the foreseeable future.

## **10. The Mustang Shareholder Approval Condition and the Admission Condition**

In order to issue the New Mustang Shares to the Scheme Shareholders pursuant to the Scheme, Mustang is required to seek the approval of the Mustang Shareholders to authorise the allotment and issue of the New Mustang Shares at the Mustang General Meeting.

In addition, Mustang is required to seek the approval of the Independent Mustang Shareholders of the waiver granted by the Panel of the obligation that would otherwise arise on any member of the Mustang Concert Party to make a general offer to the Mustang Shareholders pursuant to Rule 9 of the Takeover Code as a result of the issue to the Mustang Concert Party of the New Mustang Shares. The members of the Mustang Concert Party are Scheme Shareholders and are certain shareholders and advisers of Cykel as at admission of Cykel to trading on the Access Segment of the Aquis Stock Exchange Growth Market in October 2023. The Mustang Concert Party do not currently hold any Mustang Shares.

Mustang is also required to publish the Prospectus in relation to the New Mustang Shares.

Mustang expects to send the Mustang Circular and the Prospectus to Mustang Shareholders on or around the date of this document, summarising the background to, and reasons for, the Acquisition, and including a notice convening the Mustang General Meeting.

The Acquisition is conditional on, amongst other things, the Mustang Resolutions being passed by the requisite majorities of Mustang Shareholders or the Independent Mustang Shareholders (as applicable) at the Mustang General Meeting.

In addition, the Acquisition is conditional on the FCA having acknowledged that the application for admission of the New Mustang Shares to the Official List has been approved and the London Stock Exchange having acknowledged that the New Mustang Shares will be admitted to trading on the Main Market.

The Mustang Directors intend unanimously to recommend that Mustang Shareholders vote in favour of the Mustang Resolutions to be proposed at the Mustang General Meeting. When published, a copy of the Mustang Circular and the Prospectus will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Mustang's website (at [www.mustangplc.com](http://www.mustangplc.com)) and Cykel's website (at [www.cykel.ai/](http://www.cykel.ai/)). When it has been published, Cykel Shareholders may request a hard copy of the Mustang Circular or Prospectus by contacting Cykel's registrars, whose contact details are set out at page 11 of this document.

## **11. Cykel Warrants**

The impact of the Acquisition in relation to rights outstanding under the Cykel Warrants is summarised in paragraph 5 of Part 2 (*Explanatory Statement*) of this document. Holders of the Cykel Warrants will be contacted regarding the effect of the Acquisition on their rights under the Cykel Warrants and appropriate proposals will be made to such participants.

## **12. UK taxation**

Your attention is drawn to paragraph 14 of Part 2 (*Explanatory Statement*) of this document headed "UK taxation". This document contains a general guide only to certain tax-related information. It does not constitute legal or tax advice and does not purport to be a complete analysis of all tax considerations relating to the Acquisition. If you are in any doubt about your own tax position, or you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriately qualified independent professional adviser immediately.

## **13. Overseas Shareholders**

Overseas Shareholders should refer to paragraph 15 of Part 2 (*Explanatory Statement*) of this document.

## **14. Action to be taken by Cykel Shareholders**

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by the Scheme Shareholders and Cykel Shareholders in respect of the Acquisition are set out in paragraphs 7 and 16 of Part 2 (*Explanatory Statement*) and pages 9 to 11 of this document.

Details relating to the settlement of the Consideration are included in paragraph 13 of Part 2 (*Explanatory Statement*) of this document.

## **15. Further information**

Your attention is drawn to the Explanatory Statement set out in Part 2 (*Explanatory Statement*) of this document, the full terms of the Scheme set out in Part 4 (*The Scheme of Arrangement*), the additional information set out in Part 6 (*Additional Information*) and the notices of the Meetings set out in Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document. You should read the whole of this document and the accompanying Forms of Proxy and not rely solely on the information contained in this letter or the Explanatory Statement.

A copy of this document (and all information incorporated into this document by reference to another source) and the Forms of Proxy are and will be available, subject to certain restrictions relating to Restricted Jurisdictions, for inspection on Cykel's website at [www.cykel.ai](http://www.cykel.ai).

A copy of the Mustang Circular and the Prospectus will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Mustang's website (at [www.mustangplc.com](http://www.mustangplc.com)) and Cykel's website (at [www.cykel.ai](http://www.cykel.ai)).

## **16. Recommendation**

**The Cykel Directors, who have been so advised by Capital Plus Partners as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable and in the best interests of the Cykel Shareholders taken as a whole. Accordingly, the Cykel Directors recommend unanimously that Cykel Shareholders vote or procure votes to approve the Scheme at the Court Meeting and to vote or procure votes in favour of the Resolution to be proposed at the General Meeting, as they have irrevocably undertaken to do (or procure to be done) in respect of their own legal and beneficial holdings, being, in aggregate, 53,500,000 Cykel Shares representing approximately 26.07% of the issued share capital of Cykel as at the Latest Practicable Date.**

**In providing their advice to the Cykel Directors, Capital Plus Partners has taken into account the commercial assessments of the Cykel Directors. Capital Plus Partners is providing independent financial advice to the Cykel Directors for the purposes of Rule 3 of the Takeover Code.**

**The Mustang Directors, who have been so advised by Guild Financial Advisory Limited ("Guild Financial") as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Mustang Directors, Guild Financial has taken into account the commercial assessments of the Mustang Directors. Guild Financial is providing independent financial advice to the Mustang Directors for the purpose of Rule 3 of the Takeover Code.**

Yours faithfully,



**Jonathan Bixby**  
*Executive Chairman*

**Cykel AI PLC**

## PART 2: EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act)

Capital Plus Partners Limited  
180 Piccadilly  
London  
W1J 9HF

24 May 2024

To Cykel Shareholders and, for information only, persons with information rights and holders of Cykel Warrants

Dear Shareholder,

### **RECOMMENDED ACQUISITION OF CYKEL AI PLC BY MUSTANG ENERGY PLC to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006**

#### **1. Introduction**

On 10 May 2024, the Cykel Directors and the Mustang Directors announced that they had reached agreement on the terms and conditions of the recommended acquisition of Cykel by Mustang, to be effected by means of a scheme of arrangement under Part 26 of the Companies Act, pursuant to which Mustang would acquire the entire issued and to be issued share capital of Cykel.

Your attention is drawn to the letter from the Executive Chairman of Cykel set out in Part 1 (*Letter from the Executive Chairman of Cykel*) of this document, which forms part of this Explanatory Statement. That letter contains, among other things: (a) information on the background to and reasons for the Acquisition; and (b) the unanimous recommendation by the Cykel Directors to Scheme Shareholders to vote in favour of the Scheme at the Court Meeting, and to Cykel Shareholders to vote in favour of the Resolution at the General Meeting.

The Cykel Directors have been advised by Capital Plus Partners as to the financial terms of the Acquisition. Capital Plus Partners have been authorised by the Cykel Directors to write to you to set out the terms of the Acquisition and to provide you with other relevant information.

This Explanatory Statement contains a summary of the provisions of the Scheme. The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the other parts of this document, which are deemed to form part of this Explanatory Statement, including Part 1 (*Letter from the Executive Chairman of Cykel*), the Conditions and certain further terms set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*), and the additional information set out in Part 6 (*Additional Information*) of this document.

Your attention is also drawn to the Mustang Circular and the Prospectus, expected to be published on or around the date of this document, which will contain further information on Mustang and the New Mustang Shares to be issued in connection with the Acquisition. A copy of the Mustang Circular and the Prospectus will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Mustang's website (at [www.mustangplc.com](http://www.mustangplc.com)) and Cykel's website (at [www.cykel.ai](http://www.cykel.ai)).

Cykel's Shareholders may request a hard copy of the Mustang Circular and the Prospectus by contacting Cykel's registrars, whose contact details are set out at page 2 of this document.

#### **2. Summary of the terms of the Acquisition**

The Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement between Cykel and the Scheme Shareholders under Part 26 of the Companies Act.



Under the terms of the Acquisition, which will be subject to the terms and Conditions set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, Scheme Shareholders at the Scheme Record Time will be entitled to receive:

### **1.911 New Mustang Shares in exchange for each Cykel Share**

Based on this exchange ratio ("Exchange Ratio") and a valuation of £1 million for the current entire issued share capital of Mustang, the Acquisition implies an offer value of 9.37 pence per Scheme Share and values the entire issued ordinary share capital of Cykel at approximately £19.22 million.

On this basis, the Acquisition represents:

- a premium of approximately 1.30% to the Closing Price of 9.25 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares); and
- a discount of approximately 3.20% to the three-month (less one week) VWAP of 9.68 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares).

Upon completion of the Acquisition, Cykel Shareholders will hold approximately 95.05% of the entire issued ordinary share capital of the Combined Group and Mustang Shareholders will hold approximately 4.95% of the entire issued ordinary share capital of the Combined Group. The Combined Group will be re-admitted to listing on the Official List and to trading on the Main Market.

The Acquisition is subject to the Conditions and certain further terms set out, in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, including the approval of the Scheme at the Court Meeting, the passing of the Resolution at the General Meeting (in each case by the requisite majority or majorities), the Mustang Shareholder Approval Condition and the Admission Condition. Subject to the satisfaction or (where applicable) waiver of the Conditions and to the further terms set out in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document, it is expected that the Scheme will become Effective during the second quarter of 2024.

### **3. Information on Cykel**

Cykel is an early stage company that intends to grow quickly through the operation of a software business engaged in the development of advanced artificial intelligence (AI) products, aiming to offer these to consumers through a "software as a service" (SaaS) model. Cykel intends to leverage the expertise of its board of directors, software development experience and networks in the technology sector including companies like IronPoint Technologies (sold to the Active Network), Strangeloop Networks (sold to Radware) and CTO AI Inc. to drive value creation and to establish the business. In addition, Cykel Directors believe it has a proven capability in transaction origination and strategic business plan execution to achieve significant growth.

In September 2023, Cykel raised initial capital of c. £568,500, which enabled it to formulate its business plan, specifically for product development, marketing and operations. On 25 October 2023 Cykel was admitted to trading on the Access Segment of the Aquis Stock Exchange Growth Market and raised £1,750,000.50 through its fundraise.

Cykel has developed an AI-Powered Task Operating System as a Google Chrome extension. As announced by Cykel on 4 December 2023, this core software, including all front and back end coding, integration work with third party providers, and publishing of Cykel's extension was completed in Q4 2023. Cykel's AI-Powered Task Operating System (Task OS) is designed to bring AI capabilities to the world of task management, providing users with a platform for streamlined workflows, intelligent task prioritisation, and cross-platform integration.

Following successful completion of the "version one" development, Cykel entered into the "beta launch" stage of its software in December 2023, with a "VIP" product launch for 5 beta clients. Following the "VIP" product launch, Cykel intends to complete a full product launch of the software, to occur in Q2 2024.



#### **4. Information on Mustang**

Mustang was formed to undertake an acquisition of a target company, business or asset(s) with operations in the energy or natural resources sectors. As a result of the global COVID-19 pandemic, Mustang announced that it would expand its search for appropriate acquisition targets to the entire value chain of the energy industry and would also consider potential acquisitions outside of the energy and natural resources industries.

On 29 July 2019, Mustang completed its IPO and was admitted to listing on the Official List by way of a Standard Listing and to trading on the Main Market. Mustang raised £750,000 (before expenses) in conjunction with the IPO through a placing.

In March 2021, Mustang completed a placing raising gross proceeds of £167,160.

Mustang attempted an acquisition of VRFB Holdings Limited. On 9 August 2023, Mustang announced that it was unable to meet the conditions of that proposed acquisition, and the conditional acquisition agreements therefore terminated.

The Acquisition will allow Mustang to carry out the purpose for which it was incorporated and admitted to listing on the Official List and to trading on the Main Market.

#### **5. Cykel Warrants**

Holders of the Cykel Warrants will be offered to cancel their Cykel Warrants in exchange for the issue of new warrants over ordinary shares in Mustang following the Court Sanction. Holders of the Cykel Warrants will be contacted regarding the effect of the Acquisition on their rights under the Cykel Warrants and this proposal will be made to such participants.

#### **6. Cykel Directors and the effects of the Scheme on their interests**

The names of the Cykel Directors and details of their interests in the share capital of Cykel and Cykel Warrants, are set out in paragraphs 2 and 5 of Part 6 (*Additional Information*) of this document. As with other Scheme Shareholders, Scheme Shares held by the Cykel Directors will be subject to the Scheme and, in common with the other holders of Cykel Warrants, the Cykel Directors will be offered to cancel their Cykel Warrants in exchange for the issue of new warrants over ordinary shares in Mustang following the Court Sanction

Particulars of the service contracts (including termination provisions) and letters of appointment of the Cykel Directors are set out in paragraph 8 of Part 6 (*Additional Information*) of this document.

The Cykel Directors who hold, or are otherwise beneficially interested in, Cykel Shares, have irrevocably undertaken to vote in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting (or, in the event that the Acquisition is implemented by a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of their own beneficial holdings of, in aggregate, 53,500,000 Cykel Shares representing approximately 26.07% of Cykel's issued share capital, on the Latest Practicable Date. The undertakings from the Cykel Directors will remain binding in the event that a higher competing offer for Cykel is made.

Further details of these irrevocable undertakings are set out in paragraph 6 of Part 6 (*Additional Information*) of this document.

Save as set out above in respect of the Cykel Warrants, the effect of the Scheme on the interests of the Cykel Directors does not differ from the effect of the Scheme on the like interests of other Cykel Shareholders.

#### **7. Description of the Scheme and the Meetings**

##### **The Scheme**

The Acquisition is to be implemented by means of a Court-sanctioned scheme of arrangement between Cykel and the Scheme Shareholders who are on the register of members at the Scheme Record Time, under Part 26 of the Companies Act. The procedure requires approval by Scheme Shareholders at the Court Meeting and approval of the Resolution at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this document.

The purpose of the Scheme is to provide for Mustang to become the holder of the entire issued and to be issued share capital of Cykel. This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders to Mustang, in consideration for which Mustang will allot and issue the New Mustang Shares to the Scheme Shareholders on the basis set out in this Part 2 (*Explanatory Statement*).

### **The Meetings**

Before the Court's sanction can be sought for the Scheme, the Scheme requires approval by the passing of a resolution at the Court Meeting. The resolution must be approved by a majority in number of the Scheme Shareholders present and voting, either in person or by proxy, representing not less than 75% in value of the Scheme Shares voted by such Scheme Shareholders. In addition, the Resolution must be passed at the General Meeting to authorise the Cykel Directors to implement the Scheme and deal with certain ancillary matters (which requires the approval of Cykel Shareholders present and voting representing at least 75% of the votes cast at the General Meeting (either in person or by proxy)). The General Meeting will be held immediately after the Court Meeting. Notices of the Court Meeting and the General Meeting are set out in Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document respectively.

Save as set out below, entitlement to attend and vote at these meetings and the number of votes which may be cast at such meetings will be determined by reference to the register of members of Cykel at the Voting Record Time.

Any Cykel Shares which Mustang (or its nominees) owns or may acquire before the Court Meeting are not Scheme Shares and therefore Mustang (or its nominees) are not entitled to vote at the Court Meeting in respect of the Cykel Shares held or acquired by it. Mustang will undertake to be bound by the Scheme.

The Court Meeting and the General Meeting will be held on 20 June 2024.

Information about the procedures for appointing proxies and giving voting instructions in relation to the meetings is set out in paragraph 16 of this Part 2 (*Explanatory Statement*) and on pages 10 to 11 of this document.

If the Scheme is withdrawn or lapses, any documents of title and any other documents lodged with any Form of Proxy will be returned to the relevant Scheme Shareholder or Cykel Shareholder (as applicable) as soon as practicable and in any event within 14 days of such lapse or withdrawal.

No revision will be made to the Scheme less than 14 days prior to the date of the Meetings or following the Meetings without the consent of the Panel.

### **The Court Meeting**

The Court Meeting has been convened with the permission of the Court for 11.00 am on 20 June 2024 for Scheme Shareholders who are registered as members of Cykel at the Voting Record Time to consider and, if thought fit, approve the Scheme.

At the Court Meeting, voting will be by poll and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held as at the Voting Record Time. The approval required at the Court Meeting is a majority in number of those Scheme Shareholders present and voting in person or by proxy, representing not less than 75% in value of the Scheme Shares voted by such Scheme Shareholders.

It is important that, for the Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair representation of opinion of the Scheme Shareholders. You are therefore strongly urged to sign and return your Forms of Proxy or to appoint a proxy through CREST for both the Court Meeting and the General Meeting as soon as possible. Doing so will not prevent you from attending and/or voting at the Meetings or any adjournment of either Meeting if you so wish and are so entitled.

The result of the vote at the Court Meeting will be announced by Cykel via a Regulatory Information Service as soon as practicable after the Court Meeting.

You will find the notice of the Court Meeting in Part 8 (*Notice of Court Meeting*) of this document.

## The General Meeting

The General Meeting has been convened for 11.15 am on 20 June 2024, or as soon after that time as the Court Meeting has concluded or been adjourned, for Cykel Shareholders to consider and, if thought fit, pass the Resolution.

The Resolution is proposed to approve:

- (A) giving the Cykel Board the authority to take all necessary action to carry the Scheme into effect; and
- (B) amendments to the Cykel Articles as described below.

At the General Meeting, voting on the Resolution will be by poll and each Cykel Shareholder present in person or by proxy and entitled to vote will have one vote for every Cykel Share of which they are the holder. The approval required for the Resolution to be passed is at least 75% of the votes cast (in person or by proxy).

The result of the vote at the General Meeting will be announced by Cykel via a Regulatory Information Service as soon as practicable after the General Meeting.

You will find the notice of the General Meeting in Part 9 (*Notice of General Meeting*) of this document.

## The Scheme Sanction Hearing

Under the Companies Act, the Scheme requires the sanction of the Court. The Scheme Sanction Hearing is expected to take place at The Royal Courts of Justice, The Rolls Building, Fetter Lane, London, EC4A 1NL but may take place remotely. Cykel will give adequate notice of the location, date and time of the Scheme Sanction Hearing, once known, by issuing an announcement through a Regulatory Information Service.

Scheme Shareholders are entitled to attend and be heard at the Scheme Sanction Hearing to support or oppose the sanction of the Scheme, should they wish to do so, remotely or in person (as applicable) or represented by counsel.

Cykel will make an announcement via a Regulatory Information Service stating the decision of the Court as soon as practicable after the Scheme Sanction Hearing. Following sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is presently expected to occur two business days after the date of the Scheme Sanction Hearing, subject to the satisfaction (or, where applicable, waiver) of the Conditions.

Cykel will make an announcement via a Regulatory Information Service stating that the Scheme has become Effective as soon as practicable on or after the Effective Date. **Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted in favour of, or against, or abstained from voting on, the Scheme at the Court Meeting or the Resolution at the General Meeting.**

## Amendment of the Cykel Articles

Currently, Cykel Shares issued between the Voting Record Time and the Scheme Record time or after the Scheme Record Time will not be subject to the Scheme. It is proposed, as part of the Resolution, to amend the Cykel Articles to ensure that any Cykel Shares issued between the time at which the Resolution is passed and the Scheme Record Time will be subject to the Scheme. It is also proposed to amend the Cykel Articles, subject to the Scheme becoming Effective, so that any Cykel Shares issued to any person other than Mustang (or its nominee(s)) after the Scheme Record Time will be automatically acquired by Mustang (or its nominee(s)) on the same terms as under the Scheme. The Resolution in Part 9 (*Notice of General Meeting*) of this document seeks the approval for such amendment at the General Meeting.

## Entitlement to vote at the Meetings

Each Scheme Shareholder who is entered in Cykel's register of members at the Voting Record Time (expected to be 6.00 pm on 18 June 2024) will be entitled to attend and/or vote on all resolutions to be proposed at the Court Meeting. If the Court Meeting is adjourned, only those Scheme Shareholders on the register of members at 6.00 pm on the day which is two days (excluding any part of a day that is not a business day) before the adjourned meeting will be entitled to attend and/or vote. Each eligible Scheme Shareholder is entitled to appoint a proxy or proxies to attend the Court Meeting and, on a poll, to vote instead of them. A proxy need not be a Scheme Shareholder or a Cykel Shareholder.

Each eligible Cykel Shareholder who is entered in Cykel's register of members at the Voting Record Time (expected to be 6.00 pm on 18 June 2024) will be entitled to attend and/or vote on all resolutions to be proposed at the General Meeting. If the General Meeting is adjourned, only those Cykel Shareholders on the register of members at 6.00 pm on the day which is two days (excluding any part of a day that is not a business day) before the adjourned meeting will be entitled to attend and/or vote. Each eligible Cykel Shareholder is entitled to appoint a proxy or proxies to attend the General Meeting and, on a poll, to vote instead of them. A proxy need not be a Cykel Shareholder.

The completion and return of a Form of Proxy or the appointment of a proxy or proxies electronically shall not prevent an eligible Scheme Shareholder or Cykel Shareholder from attending and/or voting at either Meeting or any adjournment of a Meeting if such Scheme Shareholder or Cykel Shareholder wishes and is entitled to do so.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings, please call Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.00 pm, Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice or advice on the merits of the Acquisition and calls may be recorded and monitored for security and training purposes. Further information on the actions to be taken is set out in paragraph 16 of this Part 2 (*Explanatory Statement*) and on pages 9 to 11 of this document.

### **Modifications to the Scheme**

The Scheme contains a provision for Cykel and Mustang jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Scheme which might be adverse to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances. No amendments may be made to the Scheme once it has taken effect.

### **Implementation by way of a Takeover Offer**

Subject to obtaining the Panel's consent, the right is reserved to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such event, the Takeover Offer will be implemented on substantially the same terms and conditions, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments including (without limitation) to reflect the change in method of implementing the Acquisition and the inclusion of an acceptance condition set at 75% (or such other percentage as Mustang may, subject to the rules of the Takeover Code and with the consent of the Panel, decide) of the Cykel Shares to which the Takeover Offer relates and those required by, or deemed appropriate by, Mustang under applicable law, so far as applicable. Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient Cykel Shares are otherwise acquired, it is the intention of Mustang to apply the provisions of the Companies Act to acquire compulsorily any outstanding Cykel Shares to which such Takeover Offer relates.

## **8. Conditions to the Scheme and the Acquisition**

The Acquisition and, accordingly, the Scheme are subject to a number of conditions set out in full in Part 3 (*Conditions to and Certain Further Terms of the Scheme and the Acquisition*) of this document. In summary, the Acquisition is conditional upon, among other things:

- the Admission Condition having been satisfied;
- the Mustang Shareholder Approval Condition having been satisfied;
- the Scheme being approved by a majority in number of the Scheme Shareholders who are on the register of members of Cykel at the Voting Record Time and who are present and voting, whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court (or any adjournment thereof) and who represent 75% or more in value of the Scheme Shares voted by those Scheme Shareholders; and (ii) such Court Meeting being held on or before the 22nd day after the expected date of the Court Meeting) (or such later date as may be agreed between Mustang and Cykel);

- the Resolution being duly passed at the General Meeting (or any adjournment thereof); and (ii) the General Meeting being held on or before the 22nd day after the expected date of the General Meeting) (or such later date as may be agreed between Mustang and Cykel);
- the sanction of the Scheme by the Court (with or without modification (but subject to such modification being acceptable to Mustang and Cykel)) and the delivery of a copy of the Court Order to the Registrar of Companies; and the Scheme Sanction Hearing being held on or before the 22nd day after the expected date of the Scheme Sanction Hearing once announced in accordance with this document (or such later date as may be agreed between Cykel and Mustang (and that the Court may allow)); and
- the Scheme becoming Effective by 11.59 pm on the Long Stop Date (or such later date as may be agreed between Mustang and Cykel and the Panel (and that the Court may allow)).

## **9. The Mustang Shareholder Approval Condition and the Admission Condition**

In order to issue the New Mustang Shares to the Scheme Shareholders pursuant to the Scheme, Mustang is required to seek the approval of the Mustang Shareholders to authorise the allotment and issue of the New Mustang Shares at the Mustang General Meeting.

In addition, Mustang is required to seek the approval of the Independent Mustang Shareholders of the waiver granted by the Panel of the obligation that would otherwise arise on any member of the Mustang Concert Party to make a general offer to the Mustang Shareholders pursuant to Rule 9 of the Takeover Code as a result of the issue to the Mustang Concert Party of the New Mustang Shares. The members of the Concert Party are Scheme Shareholders and will together hold in aggregate approximately 48.74 per cent. of the enlarged issued share capital of Mustang (following the Acquisition).

Mustang is also required to publish the Prospectus in relation to the New Mustang Shares.

Mustang expects to send the Mustang Circular and the Prospectus to Mustang Shareholders on or around the date of this document, summarising the background to, and reasons for, the Acquisition, and including a notice convening the Mustang General Meeting.

The Acquisition is conditional on, amongst other things, the Mustang Resolutions being passed by the requisite majorities of Mustang Shareholders or the Independent Mustang Shareholders (as applicable) at the Mustang General Meeting.

In addition, the Acquisition is conditional on the FCA having acknowledged that the application for admission of the New Mustang Shares to the Official List has been approved and the London Stock Exchange having acknowledged that the New Mustang Shares will be admitted to trading on the Main Market.

The Mustang Directors intend unanimously to recommend that Mustang Shareholders vote in favour of the Mustang Resolutions to be proposed at the Mustang General Meeting as the Mustang Directors who hold Mustang Shares have irrevocably undertaken to do in respect of their entire beneficial holdings, amounting in aggregate to 2,450,000 Mustang Shares representing approximately 20.14% of the issued share capital of Mustang, as at the Latest Practicable Date.

When published, a copy of the Mustang Circular and the Prospectus will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Mustang's website (at [www.mustangplc.com](http://www.mustangplc.com)) and Cykel's website (at [www.cykel.ai/](http://www.cykel.ai/)). When it has been published, Cykel Shareholders may request a hard copy of the Mustang Circular or Prospectus by contacting Cykel's registrars, whose contact details are set out at page 11 of this document.

## **10. New Mustang Shares**

The New Mustang Shares to be issued to Scheme Shareholders pursuant to the Scheme will be issued credited as fully paid and will rank *pari passu* in all respects with the Mustang Shares in issue at the time the New Mustang Shares are issued pursuant to the Scheme, including the right to receive all dividends and other distributions declared, made or paid on Mustang Shares by reference to a record date falling on or after the Effective Date (but will not, for the avoidance of doubt, carry the right to receive any dividends and other distributions for which the record date is before the Effective Date). Further details of the rights attaching to the New Mustang Shares are set out in paragraph 7 of Part 6 of this document and in the Prospectus.

Fractions of New Mustang Shares will not be issued to Scheme Shareholders and entitlements will be rounded down to the nearest whole number of New Mustang Shares so that all fractions of New Mustang Shares will be disregarded.

The New Mustang Shares will be issued in registered form and will be capable of being held in both certificated form and uncertificated form.

#### **11. Disclosure of interests in Cykel Shares**

As at the Latest Practicable Date, neither Mustang, nor any of its directors, nor, so far as Mustang is aware, any person acting in concert (within the meaning of the Takeover Code) with any of them for the purposes of the Acquisition have:

- any interest in or right to subscribe for any relevant securities of Cykel;
- any short positions in respect of relevant securities of Cykel (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery;
- borrowed or lent any relevant securities of Cykel (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code), save for any borrowed relevant securities of Cykel which had been either on-lent or sold; or
- entered into any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code.

“Interests in securities” for these purposes and within the meaning of the Takeover Code arise, in summary, when a person has long economic exposure, whether absolute or conditional, to changes in the price of securities (and a person who only has a short position in securities is not treated as interested in those securities). Notwithstanding the above, a person will be treated as having an “interest” by virtue of the ownership, voting rights or control of securities, or by virtue of any agreement to purchase, option in respect of, or derivative referenced to, securities.

#### **12. Admission to trading of New Mustang Shares, cancellation of trading of Cykel Shares and re-registration**

##### **Admission to trading of New Mustang Shares**

Application will be made to the FCA and the London Stock Exchange for the New Mustang Shares to be admitted to listing on the Official List and to trading on the Main Market. It is expected that Admission will become effective, and that dealings for normal settlement in the New Mustang Shares will commence, at 8.00 am on the business day immediately following the Effective Date.

No application has been made or is currently intended to be made by Mustang for the New Mustang Shares to be admitted to listing or trading on any other exchange.

##### **Cancellation of trading of Cykel Shares and re-registration**

Trading in the Cykel Shares on the AQSE Growth Market was suspended on 18 January 2024. Prior to the Scheme becoming Effective, an application will be made for the cancellation of admission to trading of the Cykel Shares on the Aquis Stock Exchange Growth Market, to take effect shortly after the Effective Date once the Scheme Shares have been transferred to Mustang.

From the Scheme Effective Time, share certificates in respect of Scheme Shares will cease to be valid. Such share certificates should be destroyed or, at the request of Cykel, delivered up to Cykel, or to any person appointed by Cykel to receive the same. In addition, as from the Scheme Record Time, each holding of Cykel Shares credited to any stock account in CREST will be disabled and all entitlements to Cykel Shares held within the CREST system will be cancelled promptly thereafter.

It is also proposed that, as soon as practicable following the Effective Date and after the cancellation of the admission to trading of the Cykel Shares, Cykel will be re-registered as a private limited company pursuant to section 97 of the Companies Act.



### **13. Settlement**

Subject to the Scheme becoming Effective, settlement of the Consideration to which any Scheme Shareholder is entitled under the Scheme will be effected in the following manner:

#### **Cykel Shares in uncertificated form (that is, in CREST)**

Where, at the Scheme Record Time, a Scheme Shareholder holds Cykel Shares in uncertificated form, settlement of entitlements to New Mustang Shares due pursuant to the Scheme will be effected through CREST. Mustang will procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant Scheme Shareholder with such relevant Scheme Shareholder's entitlement to New Mustang Shares by no later than 14 days after the Effective Date.

As from the Scheme Record Time, each holding of Cykel Shares credited to any stock account in CREST will be disabled and all Cykel Shares will be removed from CREST in due course.

As at the close of trading on the last day of dealings in Cykel Shares prior to the Effective Date, there may be unsettled, open trades for the sale and purchase of Cykel Shares within CREST. The Cykel Shares that are the subject of such unsettled trades will be treated under the Scheme in the same way as any other Cykel Share registered in the name of the relevant seller under that trade. Consequently, those Cykel Shares will be transferred under the Scheme and the seller will receive the appropriate consideration in accordance with the terms of the Scheme.

Mustang reserves the right to issue New Mustang Shares to any Scheme Shareholder who holds Cykel Shares in uncertificated form in the manner referred to below if, for any reason, it is not able to effect settlement in the manner described above.

#### **Cykel Shares in certificated form**

Where, at the Scheme Record Time, a holder of Scheme Shares holds such shares in certificated form, settlement of entitlements to New Mustang Shares due pursuant to the Scheme will be effected by issuing New Mustang Shares in certificated form to such Cykel Shareholders. Certificates for the New Mustang Shares shall be despatched:

- (A) by first class post (or international standard post, if overseas), to the address appearing on Cykel's register of members at the Scheme Record Time (or, in the case of joint holders, to the address of that joint holder whose name stands first in the said register in respect of such joint holding); or
- (B) by such other methods as may be approved by the Panel.

Share certificates will be despatched no later than 14 days after the Effective Date to the person entitled to them at the address as appearing in the register of members of Cykel at the Scheme Record Time (or in the case of any joint holders, at the address of the joint holder whose name stands first in the register of members of Cykel in respect of such joint holding at the Scheme Record Time). None of Cykel, Mustang, Neville Registrars or any of their respective nominees or agents shall be responsible for any loss or delay in the transmission of share certificates sent in this way, and such share certificates shall be sent at the risk of the person entitled to them.

From the Scheme Effective Time, each certificate representing a holding of Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Cykel, delivered up to Cykel, or to any person appointed by Cykel to receive the same.

#### **General**

All documents sent to, by or on behalf of Cykel Shareholders will be sent at their own risk.

Except with the consent of the Panel, settlement of the consideration to which any Cykel Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which Mustang might otherwise be, or claim to be, entitled against such Cykel Shareholder.

Fractions of New Mustang Shares will not be issued to Scheme Shareholders and entitlements will be rounded down to the nearest whole number of New Mustang Shares so that all fractions of New Mustang Shares will be disregarded.



## 14. UK taxation

The comments set out below summarise certain limited aspects of the UK taxation treatment of Cykel Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They are based on current UK legislation and what is understood to be the current practice of HMRC (which may not be binding on HMRC), both of which are subject to change at any time, possibly with retrospective effect. They do not constitute legal or tax advice.

The comments are intended as a general guide and do not deal with certain categories of Cykel Shareholder such as (but not limited to) charities, financial institutions, pension schemes, trustees, dealers in securities, brokers, persons who have or could be treated for tax purposes as having acquired their Cykel Shares by reason of their employment or as holding Cykel Shares as carried interest, collective investment schemes, persons who hold their investments in any HMRC-approved arrangements or schemes, persons connected to Cykel or Mustang, persons subject to UK tax on the remittance basis and insurance companies. The comments relate to the Consideration only and do not relate to the treatment for tax purposes of any dividend payable to Cykel Shareholders. The comments do not address any possible tax consequence relating to an investment in New Mustang Shares.

References below to “UK Holders” are to Cykel Shareholders who are solely resident for tax purposes in the UK (and, in the case of individuals, domiciled or deemed domiciled in the UK and to whom “split year” treatment does not apply), who hold their Cykel Shares as an investment (other than (a) under a personal equity plan, self-invested personal pension plan or individual savings account (ISA), or (b) in the case of a company that holds more than 10% of the ordinary share capital of Cykel) and who are the absolute beneficial owners of their Cykel Shares. The paragraphs below do not refer to UK inheritance tax.

Cykel Shareholders in the US also should be aware that the transaction contemplated herein may have tax consequences in the US and that such consequences, if any, are not described herein. Cykel Shareholders in the US are urged to consult with independent professional advisers regarding the legal, tax and financial consequences of the Acquisition applicable to them. Similar considerations may also apply to Cykel Shareholders in other jurisdictions.

**IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION, AND IN PARTICULAR IF YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UK, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.**

### 14.1 UK taxation of chargeable gains

The exchange of Cykel Shares for New Mustang Shares by UK Holders should, subject to the following paragraphs, be treated as a reorganisation for the purposes of the UK taxation of chargeable gains (“UK CGT”). This means that UK Holders should not be treated as disposing of their Cykel Shares for UK CGT purposes and, instead, the New Mustang Shares issued to them should be treated as the same asset, and as having been acquired at the same time and for the same consideration, as their Cykel Shares. The New Mustang Shares should therefore have the same base cost for UK CGT purposes as the Cykel Shares they replace.

Any UK Holder who alone, or together with persons connected with them, holds more than 5% of Cykel Shares (or of any class of shares or debentures in Cykel) will be eligible for the above treatment only if the exchange is effected for *bona fide* commercial reasons and does not form part of a scheme or arrangements of which the main purpose, or one of the main purposes, is the avoidance of a liability to UK CGT (the “no-avoidance conditions”). UK Holders are advised that no clearance has been or will be sought under section 138 of the Taxation of Chargeable Gains Act 1992 to confirm that HMRC agree that the no-avoidance conditions are satisfied.

Any Cykel Shareholder that is a company subject to corporation tax in respect of its holding of Cykel Shares and holds more than 10% of the ordinary share capital of Cykel will, if certain conditions are satisfied, be required to apply the “substantial shareholdings exemption” to its disposal of Cykel Shares, in which case the reorganisation treatment described above will not apply to it. The substantial shareholdings exemption applies automatically and in priority to the reorganisation rules, without the need to make a claim, nor is it possible to opt out of the substantial shareholdings exemption where the conditions are satisfied. Any such shareholder is recommended to seek professional advice.

## 14.2 UK stamp duty and stamp duty reserve tax (“SDRT”)

No UK stamp duty or SDRT should be payable by Scheme Shareholders as a result of the transfer of Cykel Shares held by them under the Scheme. No UK stamp duty or SDRT will be payable in respect of the issue of New Mustang Shares to Scheme Shareholders.

## 15. Overseas Shareholders

The availability of the Scheme and the Acquisition to Overseas Shareholders may be affected by the laws of the relevant jurisdictions in which: (a) they are located, (b) are resident for tax purposes, (c) are incorporated, (d) are domiciled and/or, (e) hold citizenship. Overseas Shareholders should inform themselves about and should observe any applicable legal, tax, or regulatory requirements. It is the responsibility of all Overseas Shareholders to satisfy themselves as to the full compliance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction. Cykel Shareholders who are in any doubt regarding such matters should consult an appropriate independent financial adviser in their relevant jurisdiction without delay.

The release, publication or distribution of this document and/or any accompanying documents in or into or from jurisdictions other than the UK may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the UK should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the UK to vote their Cykel Shares with respect to the Scheme at the Court Meeting or the General Meeting, or to appoint another person as proxy may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This document and any accompanying documents have been prepared for the purposes of complying with English law and the Takeover Code, and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside of England and Wales.

Unless otherwise determined by Mustang or required by the Takeover Code, and permitted by applicable law and regulation, no person may vote in favour of the Acquisition by any use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction, and persons receiving this document and all documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

**For Overseas Shareholders that are located in the US, please see *“Important Notice – Certain notices to US investors”* at the beginning of this document for additional information.**

## 16. Action to be taken

### The documents

Please check that you have received the following:

- (A) a blue Form of Proxy for use in respect of the Court Meeting on 20 June 2024;
- (B) a white Form of Proxy for use in respect of the General Meeting on 20 June 2024; and
- (C) a pre-paid envelope for use in the UK only for the return of the blue Form of Proxy and the white Form of Proxy.

If you are a Cykel Shareholder and you have not received hard copies of, or you have not been able to access online, all of these documents, please contact the shareholder helpline on the number indicated below.

## **Arrangements for, and voting at, the Court Meeting and the General Meeting**

Scheme Shareholders and Cykel Shareholders are strongly encouraged to vote by appointing the Chair of each of the Court Meeting and the General Meeting as their proxy (either electronically or by post or by hand using the printed Forms of Proxy, as set out below) before the relevant deadline. The Chair of the relevant meeting will vote in accordance with the voting instructions of the appointing Scheme Shareholder or Cykel Shareholder.

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at the offices of Fladgate LLP, 16 Great Queen Street, London, WC2B 5DG at 11.00 am on 20 June 2024. Implementation of the Scheme will also require approval of the Resolution by the Cykel Shareholders at the General Meeting. The General Meeting will be held at the same place as the Court Meeting, at 11.15 am on 20 June 2024 (or as soon thereafter as the Court Meeting shall have concluded or been adjourned). Notices of the Court Meeting and the General Meeting are set out in Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document.

Scheme Shareholders and Cykel Shareholders entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend and vote at the Court Meeting and/or General Meeting. A proxy need not be a Scheme Shareholder or a Cykel Shareholder.

**It is important that, for the Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. Whether or not you intend to attend the Court Meeting and/or the General Meeting, please sign and return your Forms of Proxy, or deliver your voting instructions by one of the other methods mentioned below, as soon as possible.**

### **Sending Forms of Proxy by post or by hand**

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them, either: (i) by post; or (ii) during normal business hours only, by hand, to Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD, so as to be received as soon as possible and in any event no later than the relevant time set out below:

- |     |  |                          |
|-----|--|--------------------------|
| (a) | blue Forms of Proxy for the Court Meeting    | 11.00 am on 18 June 2024 |
| (b) | white Forms of Proxy for the General Meeting | 11.15 am on 18 June 2024 |

or, if in either case the meeting is adjourned, the relevant Form of Proxy should be received no later than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the adjourned meeting.

If the blue Form of Proxy for the Court Meeting is not returned by such time, it may be completed and handed to the Chair at any time before the start of the Court Meeting and will still be valid. However, in the case of the General Meeting, the white Form of Proxy must be received by Neville Registrars by the time mentioned above, or it will be invalid.

Scheme Shareholders and Cykel Shareholders are entitled to appoint a proxy in respect of some or all of their Cykel Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Scheme Shareholders and Cykel Shareholders who wish to appoint more than one proxy in respect of their holding of Cykel Shares should contact Neville Registrars for further Forms of Proxy.

### **Electronic appointment of proxies through CREST**

If you hold Cykel Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Meetings (or any adjourned meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s) should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message ("CREST Proxy Instruction") must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (ID: 7RA11) by 11.00 am on 18 June 2024 in respect of the Court Meeting and 11.15 am on 18 June 2024 in respect of the General Meeting or, if in either case the meeting is adjourned, the relevant Form of Proxy should be received not less than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the Court Meeting or General Meeting (or adjourned meeting), as applicable. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Cykel may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

### **Shareholder helpline**

If you have any questions about this document, the Court Meeting or the General Meeting or how to complete the Forms of Proxy or to appoint a proxy online or electronically through the CREST electronic proxy appointment service, please call Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.00 pm, Monday to Friday excluding public holidays in England and Wales. Neville Registrars cannot provide any financial, legal or tax advice or advice on the merits of the Acquisition and calls may be recorded and monitored for security and training purposes.

### **Further information**

The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this document. Further information regarding Cykel and Mustang is set out in Part 6 (*Additional Information*) of this document. Documents published and available for inspection are listed in paragraph 13 of Part 6 (*Additional Information*) of this document.

Yours faithfully,



**Dominic Berger**

*For and on behalf of*

**Capital Plus Partners Limited**

## **PART 3: CONDITIONS TO AND CERTAIN FURTHER TERMS OF THE SCHEME AND THE ACQUISITION**

### **SECTION 1: CONDITIONS TO THE SCHEME AND THE ACQUISITION**

#### **Long Stop Date**

1. The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11.59 pm on the Long Stop Date or such later date (if any) as Mustang and Cykel may agree, with the consent of the Panel, and (if required) the Court may allow.

#### **Scheme approval**

2. The Scheme will be conditional upon:
  - (a)
    - (i) its approval by a majority in number of the Scheme Shareholders who are on the register of members of Cykel (or the relevant class or classes thereof, if applicable) at the Voting Record Time and who are, present and voting (and entitled to vote), either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required (or at any adjournment of such meeting) and who represent at least 75% in value of the Scheme Shares voted by those Scheme Shareholders; and
    - (ii) such Court Meeting (and any separate class meeting which may be required) being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document (or such later date as may be agreed by Mustang and Cykel, with the consent of the Panel, and the Court may allow (if required));
  - (b)
    - (i) the Resolution being duly passed by the requisite majority of Cykel Shareholders at the General Meeting (or at any adjournment of that General Meeting); and
    - (ii) such General Meeting being held on or before the 22nd day after the expected date of such meeting to be set out in the Scheme Document (or such later date as may be agreed by Mustang and Cykel with the consent of the Panel, and the Court may allow (if required)); and
  - (c)
    - (i) the sanction of the Scheme by the Court (with or without modification, but subject to any modification being on terms acceptable to Cykel and Mustang) and the delivery of a copy of the Court Order to the Registrar of Companies; and
    - (ii) the Sanction Hearing being held on or before the 22nd day after the expected date of such hearing to be set out in the Scheme Document (or such later date as may be agreed by Mustang and Cykel with the consent of the Panel, and the Court may allow (if required)).

#### **Other conditions**

In addition, subject as stated in Section 2 below and to the requirements of the Panel, Mustang and Cykel have agreed that the Acquisition will be conditional upon the following Conditions and, accordingly, the Court Order will not be delivered to the Registrar of Companies unless such Conditions (as amended if appropriate) have been satisfied (and continue to be satisfied pending the commencement of the Sanction Hearing) or, where relevant, waived:

#### **Mustang Shareholder Approval Condition**

3. the passing at the Mustang General Meeting (or at any adjournment thereof) by no later than the Long Stop Date of the Mustang Resolutions to:
  - (a) authorise the allotment and issue of New Mustang Shares to Scheme Shareholders (and any other Cykel Shareholders whose Cykel Shares are issued after the Scheme becomes Effective); and

- (b) approve, by the Independent Mustang Shareholders, the waiver granted by the Panel of the obligation that would otherwise arise on any member of the Mustang Concert Party (as defined in the Mustang Circular and comprising some of the Scheme Shareholders) to make a general offer to Mustang Shareholders pursuant to Rule 9 of the Takeover Code as a result of the issue to the Mustang Concert Party of the New Mustang Shares;

#### **Admission to listing and trading**

- 4. the Financial Conduct Authority and the London Stock Exchange having acknowledged to Mustang or its agent (and such acknowledgement not having been withdrawn) that the New Mustang Shares will be admitted to listing on the Official List and to trading on the Main Market by no later than the Long Stop Date;

#### **Notifications, waiting periods and Authorisations**

- 5. all notifications, filings or applications which are necessary or reasonably considered appropriate or desirable by Mustang having been made in connection with the Acquisition and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with in each case in respect of the Acquisition and its implementation and all Authorisations reasonably necessary or appropriate for or in respect of the Acquisition and, except pursuant to Chapter 3 of Part 28 of the Companies Act, the Acquisition of any shares or other securities in, or control or management of, Cykel having been obtained in terms and in a form reasonably satisfactory to Mustang from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom Cykel has entered into contractual arrangements and all such Authorisations necessary, appropriate or desirable to carry on the business of Cykel in any jurisdiction having been obtained and all such Authorisations remaining in full force and effect and filings necessary for such purpose have been made and at the time at which the Acquisition becomes otherwise unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

#### **General antitrust and regulatory**

- 6. no antitrust regulator or Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice or having taken any other steps (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to, in any case to an extent or in a manner which is or would be material in the context of the Acquisition:
  - (a) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by Mustang or by Cykel of all or any part of its businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof);
  - (b) except pursuant to Chapter 3 of Part 28 of the Companies Act, require Mustang or Cykel to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in Cykel or any asset owned by any third party (other than in connection with the implementation of the Acquisition);
  - (c) impose any material limitation on, or result in a material delay in, the ability of Mustang directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares, loans or securities convertible into shares or any other securities in Cykel or on the ability of Cykel or Mustang directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares, loans or securities convertible into shares or any other securities (or the equivalent) in, or to exercise voting or management control over, Cykel;
  - (d) otherwise adversely affect any or all of the business, assets, profits, financial or trading position or prospects of Cykel or Mustang;



- (e) result in Cykel or Mustang ceasing to be able to carry on business under any name under which it presently carries on business;
- (f) make the Scheme or the Acquisition, its implementation or the acquisition of any shares or other securities in, or control or management of, Cykel by Mustang void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise, directly or indirectly prevent or prohibit, restrict, restrain, or delay or otherwise materially interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise challenge, impede, interfere or require material amendment of the Scheme and/or the Acquisition or the acquisition of any shares or other securities in, or control or management of, Cykel by Mustang;
- (g) require, prevent or materially delay a divestiture by Mustang of any shares or other securities (or the equivalent) in Cykel;
- (h) impose any limitation on the ability of Mustang or Cykel to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of Mustang and/or Cykel;
- (i) require Cykel or Mustang to terminate or vary in any material way any material contract to which Cykel or Mustang is a party;
- (j) require Mustang or Cykel or any of their respective affiliates to: (i) invest, contribute or loan any capital or assets to; or (ii) guarantee or pledge capital assets for the benefit of Cykel or Mustang; or
- (k) otherwise materially adversely affect any or all of the business, assets, profits or prospects of Cykel or Mustang, and all applicable waiting and other time periods (including any extensions thereof) during which any such antitrust regulator or Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition of any Cykel Shares or otherwise intervene having expired, lapsed or been terminated;

**Certain matters arising as a result of any arrangement, agreement, etc.**

7. except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which Cykel or Mustang is a party or by or to which any such member or any of its assets is or may be bound, entitled or subject to or any event or circumstance which, as a consequence of the Acquisition or the proposed acquisition or the acquisition by Mustang or Cykel of any shares or other securities (or the equivalent) in Cykel or Mustang, would or might reasonably be expected to result in, in each case to an extent which is material in the context of the Acquisition:
  - (a) any monies borrowed by, or any other indebtedness or liabilities, actual or contingent, of, or any grant available to, Cykel or Mustang being or becoming repayable, or capable of being declared repayable, immediately or before its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
  - (b) save in the ordinary course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of Cykel or Mustang or any such mortgage, charge or other security interest (whenever created, arising or having arisen) being enforced or becoming enforceable;
  - (c) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being terminated or becoming capable of being terminated or adversely modified or the rights, liabilities, obligations or interests of Cykel or Mustang being terminated or adversely modified or affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
  - (d) any liability of Cykel or Mustang to make any severance, termination, bonus or other payment to any of its directors, or other officers;



- (e) the rights, liabilities, obligations, interests or business of Cykel or Mustang under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of Cykel or Mustang in or with any other person or body or firm or company (or any arrangement or agreement relating to any such interests or business) being or becoming capable of being terminated, or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
- (f) Cykel or Mustang ceasing to be able to carry on business under any name under which it presently carries on business;
- (g) the business, assets, profits, losses, value of, or the financial or trading position or prospects of, Cykel or Mustang being prejudiced or adversely affected; or
- (h) the creation or acceleration of any material liability (actual or contingent) by Cykel or Mustang other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition,

and, except as Disclosed, no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which Cykel or Mustang is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might result in any of the events or circumstances as are referred to in Conditions (a) to (h);

#### **Certain events occurring since 31 December 2023 in respect of Cykel or Mustang**

8. Except as Disclosed, neither Cykel nor Mustang having since 31 December 2023:

- (a) issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue, of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Cykel Shares or Mustang Shares out of treasury (except, where relevant, (i) the issue of Cykel Shares on the exercise of any of the Cykel Warrants; (ii) the issue of Mustang Shares on the exercise of any of the Mustang Director Options, the Kamran Sattar CLNs or BMN Warrants);
- (b) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise);
- (c) other than pursuant to the Acquisition (and except for transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any Acquisition, reconstruction, amalgamation, scheme, commitment or offer or disposal of assets or shares or loan capital (or equivalent), in each case to an extent which is material in the context of the Acquisition;
- (d) except for transactions in the ordinary course of business, disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so, in each case to an extent which is material in the context of the Acquisition;
- (e) issued, authorised or proposed or announced an intention to authorise or propose, the issue of any debentures or become subject to any contingent liability or incurred or increased any indebtedness which is material in the context of the Acquisition;
- (f) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could involve an obligation of a nature or magnitude which is or could be materially restrictive on the business of Cykel or Mustang to an extent which is or is reasonably likely to be material to Cykel or Mustang;

- (g) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director except for salary increases, bonuses or variations of terms in the ordinary course, or senior executive of Mustang or Cykel;
- (h) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of Mustang or Cykel which are material in the context of the Acquisition;
- (i) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph (a) above, made any other change to any part of its share capital;
- (j) except in the ordinary course of business, waived, compromised or settled any claim which is material to Mustang or Cykel or in the context of the Acquisition;
- (k) terminated or varied the terms of any agreement or arrangement between Mustang or Cykel and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position of Mustang or Cykel;
- (l) (except as disclosed on publicly available registers) made any alteration to its memorandum or articles of association or other constitutional documents (other than in connection with the Scheme) which is material in the context of the Acquisition;
- (m) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which is material in the context of the Acquisition;
- (n) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;
- (o) made, authorised, proposed or announced an intention to propose any change in its loan capital;
- (p) entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other similar transaction or arrangement (other than the Scheme) which is material in the context of the Acquisition;
- (q) having taken (or agreed or proposed to take) any action which requires or would require, the consent of the Panel or the approval of Cykel Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; or
- (r) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 5 which is material in the context of the Acquisition;

#### **No adverse change**

9. except as Disclosed, since 31 December 2023 in respect of Cykel or Mustang, there having been:
- (a) no adverse change and no circumstance having arisen which would be expected to result in any adverse change or deterioration in, the business, assets, value, financial or trading position or profits or prospects or operational performance of Cykel or Mustang which is material in the context of the Acquisition;

- (b) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of, Cykel or Mustang or to which Cykel or Mustang is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, instituted or remaining outstanding by, against or in respect of, Cykel or Mustang, in each case which is or might reasonably be expected to be material in the context of the Acquisition;
- (c) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of Cykel or Mustang having been threatened, announced or instituted or remaining outstanding by, against or in respect of Cykel or Mustang, in each case which might reasonably be expected to have a material adverse effect on Cykel or Mustang or is material in the context of the Acquisition;
- (d) no contingent or other liability having arisen or become apparent to Mustang or Cykel increased which is reasonably likely to affect adversely the business, assets, financial or trading position or profits or prospects or operational performance of Cykel or Mustang to an extent which is material in the context of the Acquisition;
- (e) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by Cykel or Mustang which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which might reasonably be expected to have a material adverse effect on Cykel or Mustang or is material in the context of the Acquisition; and
- (f) neither Cykel nor Mustang having conducted its business in material breach of any applicable laws or regulations to an extent which might reasonably be expected to have a material adverse effect on Cykel or Mustang taken as a whole or is material in the context of the Acquisition;

**No discovery of certain matters regarding information or liabilities**

10. except as Disclosed, neither Mustang nor Cykel having discovered that:

- (a) any financial, business or other information concerning Cykel or Mustang publicly announced before the Rule 2.7 Announcement Date or disclosed at any time before the date of Rule 2.7 Announcement Date is misleading, contains a misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading and which is, in any case, material in the context of the Acquisition; or
- (b) Cykel or Mustang is subject to any liability, contingent or otherwise which is material in the context of Cykel or Mustang taken as a whole or material in the context of the Acquisition;

**Anti-corruption, sanctions and criminal property**

11. except as Disclosed, neither Cykel nor Mustang having discovered that, to an extent that is material in the context their respective business taken as a whole:

- (a) Cykel or Mustang is or has at any time engaged in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption legislation; or any person that performs or has performed services for or on behalf of Cykel or Mustang is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption legislation;
- (b) any asset of Cykel or Mustang constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or Cykel or Mustang is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;

- (c) any past or present member, director, officer or employee of Cykel or Mustang, or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (i) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by applicable US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs; or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states; or
- (d) Cykel or Mustang has engaged in any transaction or conduct which would cause Mustang or Cykel to be in breach of any applicable law or regulation upon completion of the Acquisition, including the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states.

## SECTION 2: FURTHER TERMS OF THE ACQUISITION

1. Conditions 2(a), 2(b), and 3 to 11 (inclusive) of Section 1 above must each be fulfilled, determined by Cykel or Mustang (as applicable) to be or to remain satisfied or (if capable of waiver) be waived by Cykel or Mustang (as applicable) prior to the commencement of the Sanction Hearing, failing which the Scheme will, with the consent of the Panel, lapse.
2. Notwithstanding paragraph 1 of this Section 2, subject to the requirements of the Panel and the Takeover Code, Mustang reserves the right at its sole discretion to waive:
  - (a) the deadline set out in Condition 1 of Section 1 above, and any deadlines set out in Condition 2 of Section 1 above for the timing of the Court Meeting, the General Meeting and the Sanction Hearing. If any such deadline is not met, Mustang shall make an announcement by 8.00 am on the business day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with Cykel to extend the deadline in relation to the relevant Condition; and
  - (b) in whole or in part, all or any of Conditions 5 to 11 (inclusive) of Section 1 above (only so far as such Conditions relate to Cykel).
3. Notwithstanding paragraph 1 of this Section 2, subject to the requirements of the Panel and the Takeover Code, Cykel reserves the right in its sole discretion to waive:
  - (a) the deadline set out in Condition 3 of Section 1 above. If such deadline is not met, Cykel shall make an announcement by 8.00 am on the business day following such deadline confirming whether it has invoked the relevant Condition or agreed with Mustang to extend the deadline in relation to the relevant Condition; and
  - (b) in whole or in part, all or any of the Conditions 5 to 11 (inclusive) of Section 1 above (only so far as such Conditions relate to Mustang):
4. Save as set out in paragraphs 2 and 3 in this Section 2, the Conditions in paragraphs 1 to 3 in Section 1 above cannot be waived.
5. Neither Cykel nor Mustang shall be under any obligation to waive or treat as satisfied any of the Conditions that it is entitled (with the consent of the Panel and subject to the requirements of the Takeover Code) to invoke, by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
6. If Mustang is required by the Panel to make an offer for Cykel Shares under the provisions of Rule 9 of the Takeover Code, Mustang may make such alterations to any of the above Conditions and terms of the Acquisition as are necessary to comply with the provisions of that Rule.
7. Under Rule 13.5(a) of the Takeover Code, Mustang may only invoke a Condition that is subject to Rule 13.5(a) of the Takeover Code so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel.
8. Under Rule 13.6(a) of the Takeover Code, Cykel may only invoke a Condition that is subject to Rule 13.6(a) of the Takeover Code so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel.
9. The Panel will normally only give its consent to the invocation of Conditions pursuant to paragraph 5 if the circumstances which give rise to the right to invoke the Condition are of material significance to Mustang or Cykel (as applicable) in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise. Conditions 1, 2(a), 2(b) and (c) of Section 1 above and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Takeover Code.
10. Any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by Mustang.
11. Fractions of New Mustang Shares will not be allotted or issued to Scheme Shareholders.

12. The New Mustang Shares to be issued pursuant to the Acquisition have not been and will not be registered under the United States Securities Act of 1933 (as amended) nor under any of the relevant securities laws of any Restricted Jurisdiction. Accordingly, the New Mustang Shares may not be offered, sold or delivered, directly or indirectly, into any Restricted Jurisdiction, except pursuant to exemptions from applicable requirements of any such jurisdiction.
13. The New Mustang Shares will be issued credited as fully paid and will rank *pari passu* in all respects with Mustang Shares in issue at the time that the New Mustang Shares are issued pursuant to the Acquisition, including the right to receive and retain dividends and other distributions declared, made or paid by reference to a record date falling on or after the Effective Date. Applications will be made to the Financial Conduct Authority and the London Stock Exchange for the New Mustang Shares to be admitted to listing on the Official List and to trading on the Main Market.
14. Mustang reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme (subject to the Panel's consent). In such event, the Acquisition will be implemented on the same terms (subject to appropriate amendments including (without limitation) the inclusion of an acceptance condition which, unless otherwise agreed in writing between Mustang and Cykel or otherwise required by the Panel, will be set at 90% (or such lesser percentage as may be agreed between Mustang and Cykel in writing after, to the extent necessary, consultation with the Panel, being in any case more than 75% of the voting rights attaching to Cykel Shares) of shares to which the Acquisition relates and those required by, or deemed appropriate by, Mustang under applicable law, so far as applicable) as those which would apply to the Scheme. Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient Cykel Shares are otherwise acquired, it is the intention of Mustang to apply the provisions of the Companies Act to acquire compulsorily any outstanding Cykel Shares to which such Takeover Offer relates.
15. The Cykel Shares to be acquired pursuant to the Acquisition will be acquired with full title guarantee, fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the Effective Date.
16. Neither Cykel nor Mustang will announce, declare, make or pay any dividend or other distribution on or after the Rule 2.7 Announcement Date and prior to the Effective Date.
17. The availability of New Mustang Shares pursuant to the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Any person who is subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders is set out in paragraph 16 of Part 2 (*Explanatory Statement*).
18. The Acquisition is not being made or implemented, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction.
19. The Scheme will be governed by the laws of England and will be subject to the jurisdiction of the courts of England and Wales and to the Conditions and further terms set out in this Part 3. The Scheme will be subject to the applicable requirements of the Companies Act, Takeover Code, the Panel, the London Stock Exchange, the Aquis Rules, the FCA and the Registrar of Companies.
20. Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.



## PART 4: THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF  
ENGLAND AND WALES COMPANIES COURT (ChD)

CR-2024-000099

IN THE MATTER OF CYKEL AI PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

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SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006) between

CYKEL AI PLC

and

THE SCHEME SHAREHOLDERS

(as hereinafter defined)

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### PRELIMINARY

1. In this Scheme, unless inconsistent with the subject or context, the following expressions have the following meanings:

“Acquisition”	the proposed acquisition by Mustang of the entire issued and to be issued ordinary share capital of Cykel, other than Excluded Shares (if any), to be effected by means of the Scheme or, should Mustang so elect, with the consent of the Panel, by means of a Takeover Offer, and where context admits, any subsequent revision, variation, extension or renewal thereof.
“business day”	a day (other than a Saturday, Sunday or a public or bank holiday in the UK) on which banks are open for general business in London, United Kingdom.
“certificated” or “in certificated form”	in relation to a Scheme Share, one which is not in uncertificated form (that is, not in CREST).
“Cykel” or the “Company”	Cykel AI PLC, a company incorporated in England and Wales with registered number 15088392.
“Cykel Shareholders”	the holders of Cykel Shares from time to time.
“Cykel Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of 0.1 pence each in the capital of Cykel and any further shares which are unconditionally allotted or issued before the Scheme becomes Effective.
“Companies Act”	the Companies Act 2006, as amended, modified, consolidated, reenacted or replaced from time to time.
“Conditions”	the conditions to the implementation of the Scheme, as set out in Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ).

“Consideration”	the allotment and issue by Mustang of 1.911 New Mustang Shares in exchange for each Scheme Share.
“Court”	the High Court of Justice in England and Wales.
“Court Meeting”	the meeting or meetings of Scheme Shareholders (or any class or classes thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without modification), including any adjournment, postponement or reconvention of it.
“Court Order”	the order of the Court sanctioning this Scheme under section 899 of the Companies Act.
“CREST”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations) for the paperless settlement of trades in securities and the holding of uncertificated securities.
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended.
“Effective Date”	the date on which this Scheme becomes effective in accordance with its terms.
“Euroclear”	Euroclear UK & International Limited.
“Exchange Ratio”	1.911 New Mustang Shares for each Cykel Share.
“Excluded Shares”	means any (i) any Cykel Shares registered in the name of, or beneficially owned by Mustang (if any) at the Scheme Record Time, and (ii) any Cykel Shares held as treasury shares (as defined in section 724(5) of the Companies Act) (if any) at the Scheme Record Time.
“FCA”	the UK Financial Conduct Authority.
“FSMA”	the Financial Services and Markets Act 2000 (as amended from time to time).
“holder”	a registered holder and includes any person(s) entitled by transmission.
“Latest Practicable Date”	23 May 2024 (being the latest practicable date before the publication of this document).
“Listing Rules”	the listing rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time.
“Neville Registrars”	Cykel’s registrars, Neville Registrars Limited of Neville House, Steelpark Road, Halesowen, B62 8HD.
“London Stock Exchange”	London Stock Exchange plc, together with any successor thereto.
“Main Market”	the London Stock Exchange’s main market for listed securities.
“Mustang”	Mustang Energy PLC, a company incorporated in England and Wales with registered number 11155663.
“Mustang Shares”	the issued and fully paid ordinary shares of £0.01 each in the capital of Mustang.
“New Mustang Shares”	the new Mustang Shares to be issued pursuant to the Scheme.

“Official List”	the Official List of the FCA.
“Overseas Shareholders”	Cykel Shareholders who are resident in, ordinarily resident in, or citizens or nationals of, jurisdictions outside of the UK or who are nominees of, or custodians or trustees for, residents, citizens or nationals of countries other than the UK.
“Panel”	the Panel on Takeovers and Acquisitions, or any successor to it.
“Registrar of Companies”	the registrar of companies in England and Wales.
“Restricted Jurisdiction”	any jurisdiction where the relevant action would constitute a violation of the relevant laws and regulations of such jurisdiction or would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which Cykel or Mustang regards as unduly onerous.
“Restricted Overseas Shareholders”	Overseas Shareholders who are resident in, ordinarily resident in, or citizens or nationals of, Restricted Jurisdictions or who are nominees of, or custodians or trustees for, residents, citizens or nationals of Restricted Jurisdictions.
“Rule 2.7 Announcement Date”	10 May 2024.
“Scheme” or “Scheme of Arrangement”	the proposed scheme of arrangement under Part 26 of the Companies Act between Cykel and the Scheme Shareholders in connection with the Acquisition, with or subject to any modification, addition or condition which Cykel and Mustang may agree and, if required, approved or imposed by the Court.
“Scheme Document”	this document.
“Scheme Effective Time”	the time on the Effective Date at which this Scheme becomes effective in accordance with clause 7.
“Scheme Record Time”	6.00 pm on the business day immediately prior to the Effective Date.
“Scheme Sanction Hearing”	the hearing of the Court at which the Court Order will be sought.
“Scheme Shareholders”	holders of Scheme Shares at any relevant date or time and a “Scheme Shareholder” shall mean any of those Scheme Shareholders.
“Scheme Shares”	all Cykel Shares: <ul style="list-style-type: none"> <li>(A) in issue at the date of the Scheme Document;</li> <li>(B) (if any) issued after the date of the Scheme Document but before the Voting Record Time; and</li> <li>(C) (if any) issued at or after the Voting Record Time and before the Scheme Record Time on terms that the original or any subsequent holders thereof are bound by the Scheme or in respect of which such holders are, or shall have agreed in writing to be, so bound,</li> </ul> in each case remaining in issue at the Scheme Record Time, but excluding the Excluded Shares.
“Takeover Code”	the City Code on Takeovers and Acquisitions from time to time issued, amended and interpreted by the Panel.

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| “subsidiary undertaking”                        | has the meaning given in section 1162 of the Companies Act.  |
| “uncertificated” or in<br>“uncertificated form” | in relation to a Scheme Share, one which is recorded on the relevant register as being held in uncertificated form (that is, in CREST).  |
| “UK” or “United Kingdom”                        | the United Kingdom of Great Britain and Northern Ireland.  |
| “Voting Record Time”                            | 6.00 pm on the day which is two days (excluding any part of a day that is not a business day) before the date of the Meetings or any adjournment of them (as the case may be). |
2. References to clauses, sub-clauses and paragraphs are to clauses, sub-clauses and paragraphs of this Scheme.
  3. The issued share capital of Cykel as at the Latest Practicable Date was £205,183.35, divided into 205,183,350 ordinary shares of 0.1 pence each, all of which were issued and credited as fully paid. As at the Latest Practicable Date, no ordinary shares were held in treasury.
  4. Mustang has, subject to the satisfaction or, where capable, waiver of the Conditions, agreed to appear by counsel at the Scheme Sanction Hearing and to undertake to the Court to be bound by the provisions of this Scheme insofar as it relates to Mustang and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.
  5. References to times are to London time.
  6. All references to sterling, £, penny and pence are to the lawful currency of the United Kingdom.
  7. Where the context so admits or requires, all references to the singular include the plural and vice versa.
  8. Any reference to “includes” shall mean “including without limitation”, and references to “including” and any other similar term shall be interpreted accordingly.

## THE SCHEME

### 1. Transfer of Scheme Shares

- 1.1 At the Scheme Effective Time, Mustang (and/or its nominee(s)) shall acquire all the Scheme Shares fully paid with full title guarantee, free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third-party rights or interests of any nature, and together with all rights attaching or accruing to such Scheme Shares at or after the Scheme Effective Time, including (without limitation) voting rights and the right to receive and retain, in full, (subject to sub-clause 2.2) all dividends, other distributions or return of capital (if any), announced, declared, made, paid or payable in respect of the Scheme by reference to a record date after the Scheme Record Time.
- 1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred to Mustang (and/or its nominee(s)) by means of a form or forms of transfer or other instrument or instruction of transfer, or by means of CREST, and, to give effect to such transfer(s), any person may be appointed by Mustang as attorney and/or agent and/or otherwise on behalf of the holder or holders concerned, and is authorised as such attorney and/or agent and/or otherwise, on behalf of the holder or holders concerned, to execute and deliver as transferor a form of transfer or other instrument of transfer (whether as a deed or otherwise) or give instruction to transfer by means of CREST in respect of such Scheme Shares and every form, instrument or instruction of transfer so executed or given shall be effective as if it had been executed or given by the holder or holders of the Scheme Shares transferred by it. Such instrument or form of transfer shall be deemed to be the principal instrument of transfer of the relevant Scheme Shares and the equitable or beneficial interest in such Scheme Shares shall only be transferred to Mustang (and/or its nominee(s)), together with the legal interest in such Scheme Shares, pursuant to such form or instrument of transfer.

- 1.3 With effect from the Scheme Effective Time and until the register of members of Cykel is updated to reflect the transfer of the Scheme Shares pursuant to sub-clauses 1.1 and 1.2, each Scheme Shareholder irrevocably:
- (A) appoints Mustang (and/or its nominee(s)) with effect from the Scheme Effective Time to act, as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to the Scheme Shares and any or all rights and privileges (including the right to receive notice of or requisition the convening of a general meeting of the Company or meeting of any class of its shareholders) attaching to its Scheme Shares and to receive any distribution or other benefit accruing or payable in respect thereof;
  - (B) appoints Mustang (and/or its nominee(s)) and any one or more of its directors or agents as its attorney and/or agent and/or otherwise to act on its behalf to sign on behalf of such Scheme Shareholder any such documents, and do all such things, as may in the opinion of Mustang and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the relevant Scheme Shares (including, without limitation, an authority to sign any consent to short notice of any general or separate class meetings of Cykel as attorney and/or agent for, and on behalf of, such Scheme Shareholder and/or to attend and/or execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Mustang and/or any one or more of its directors or agents to attend any general and separate class meetings of Cykel (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf); and
  - (C) authorises Cykel and/or its agents to send to Mustang (and/or its nominee(s)) at its registered office any notice, circular, warrant or other document or communication which may be required to be sent to a Scheme Shareholder as a member of Cykel in respect of such Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form), such that from the Scheme Effective Time, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or (subject to sub-clause 2.2) any other rights or privileges attaching to the Scheme Shares.
- 1.4 The authorities granted pursuant to sub-clauses 1.2 and 1.3 shall be treated for all purposes as having been granted by deed.
- 1.5 Cykel shall register, or procure the registration of, any transfer(s) of Scheme Shares effected in accordance with sub-clauses 1.1 and 1.2.

## **2. Consideration for the transfer of Scheme Shares**

- 2.1 In consideration for the transfer of the Scheme Shares to Mustang (and/or its nominee(s)) referred to in sub-clause 1.2, Mustang shall, subject to the provisions of this clause 2, allot and issue to each Scheme Shareholder 1.911 New Mustang Shares for each Scheme Share held by such Scheme Shareholder at the Scheme Record Time.
- 2.2 If on or after the Rule 2.7 Announcement Date any dividend, and/or other distribution and/or return of capital is announced, declared, made or paid, or becomes payable in respect of the Cykel Shares with a record date falling on or before the Scheme Record Time, Mustang reserves the right to reduce the consideration payable under the terms of the Acquisition for the Cykel Shares by way of an adjustment to the Exchange Ratio reflecting an amount up to the aggregate amount of such dividend and/or other distribution and/or return of capital per Cykel Share, in which case any reference to the Consideration payable under the terms of the Scheme will be deemed to be a reference to the Consideration as so reduced.
- 2.3 If Mustang exercises the right referred to in sub-clause 2.2 to reduce the Consideration payable under the terms of the Acquisition for the Cykel Shares by way of an adjustment to the Exchange Ratio reflecting an amount up to the aggregate amount of such dividend and/or other distribution and/or return of capital per Cykel Share, then: (a) Scheme Shareholders shall be entitled to receive and retain that dividend and/or other distribution and/or return of capital in respect of the Scheme Shares they

hold; (b) any reference in this Scheme to the Consideration payable under the Scheme shall be deemed to be a reference to the Consideration as so reduced; and (c) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of this Scheme.

- 2.4 Mustang's obligations to allot and issue New Mustang Shares pursuant to sub-clause 2.1 is subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if Mustang reasonably believes or is advised that a Scheme Shareholder is a Restricted Overseas Shareholder, Mustang may at its discretion determine that such Scheme Shareholder shall not have allotted, issued and delivered to them New Mustang Shares and that the New Mustang Shares which would otherwise have been attributable to such Scheme Shareholder under the terms of the Acquisition shall instead be allotted, issued and delivered to a person appointed Mustang for such Scheme Shareholder on terms that such person shall, as soon as practicable after the allotment and issue of such New Mustang Shares, sell the New Mustang Shares so allotted and issued and the cash proceeds of such sale (after deduction of all expenses and commission, together with any value added tax thereon, incurred in connection with such sale, including any tax or foreign exchange conversion fees payable on the proceeds of sale) shall be forwarded to such Scheme Shareholder.
- 2.5 Any such sale under sub-clause 2.4 shall be carried out at the best price which can reasonably be obtained at the time of sale and the net proceeds of such sale (after the deduction of all expenses and commission, together with any value added tax thereon, incurred in connection with such sale, including any tax or foreign exchange conversion fees payable on the proceeds of sale) shall be paid to such Scheme Shareholder by sending a cheque or creating an assured payment obligation in accordance with the provisions of clause 4.

### **3. Share certificates and cancellation of CREST entitlements**

- 3.1 To give effect to any sale under sub-clause 2.4, the person appointed by Mustang in accordance with clause 2.4 shall be authorised as attorney or agent on behalf of the Scheme Shareholder concerned to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer and to give such instructions and to do all things which he may consider necessary or expedient in connection with such sale. In the absence of bad faith or wilful default, none of Mustang, Cykel or the persons so appointed shall have any liability for any determination made pursuant to sub-clause 2.4 or for any loss or damage arising as a result of the timing or terms of any sale pursuant to sub-clause 2.4.
- 3.2 With effect from, and including, the Scheme Effective Time, all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised in the certificates and every Scheme Shareholder shall destroy the same, or be bound at the request of Cykel to deliver up the same to Cykel (or any person appointed by Cykel to receive them).
- 3.3 Cykel shall procure that entitlements to Scheme Shares held within CREST are disabled as from the Scheme Record Time and Euroclear is instructed to cancel or transfer the entitlements of Scheme Shareholders to Scheme Shares in uncertificated form and (if necessary) that entitlements to such Scheme Shares are dematerialised as soon as practicable after the Scheme Effective Time.
- 3.4 Subject to completion and delivery of any form of transfer or other instrument or instruction of transfer as may be required in accordance with sub-clause 1.2 and, if applicable, the payment of any stamp duty on them, Cykel shall make, or procure to be made, as soon as practicable, appropriate entries in the register of members of Cykel to reflect the transfer of the Scheme Shares to Mustang (and/or its nominee(s)) and Cykel shall comply with its obligations set out in sub-clause 1.5 in this respect.

### **4. Settlement**

- 4.1 No later than 14 days after the Effective Date (or such other period as may be agreed between Cykel and Mustang and approved by the Panel), Mustang shall, allot and issue the New Mustang Shares which it is required to allot and issue to Scheme Shareholders pursuant to clause 2 and:
- (A) in the case of Scheme Shares which at the Scheme Record Time are in certificated form, despatch, or procure the despatch of share certificates of such New Mustang Shares to the persons entitled thereto in accordance with the provisions of sub-clause 4.2; and



- (B) in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant Scheme Shareholder with such Scheme Shareholder's entitlement to such New Mustang Shares in accordance with clause 2 and in accordance with the CREST assured payment arrangements, provided that Mustang shall be entitled to settle all or part of the Consideration as aforesaid in sub-clause 4.1(A) if, for any reason outside of its control, it is not able to effect settlement in accordance with this sub-clause 4.1(B).
- 4.2 All deliveries of share certificates and/or cheques required to be made pursuant to this Scheme shall be effected by sending the same by first class post or (if overseas) by international standard post (or by such other method as may be approved by the Panel) in pre-paid envelopes addressed to the persons entitled to them at their respective registered addresses as appearing in the register of members of Cykel at the Scheme Record Time (or in the case of any joint holders, at the address of the joint holder whose name stands first in the register of members of Cykel in respect of such joint holding at the Scheme Record Time) and none of Cykel or Mustang or their respective agents or nominees or Neville Registrars shall be responsible for any loss or delay in the transmission of any share certificates and/or cheques sent in accordance with this sub-clause which shall be sent at the risk of the person or persons entitled to them.
- 4.3 All cheques shall be in sterling drawn on a branch of a UK clearing bank and shall be made payable to the Scheme Shareholder concerned, or, in the case of joint holders, the joint holder whose name stands first in the register of members of Cykel in respect of such joint holding at the Scheme Record Time (save that, in the case of joint holders, Mustang reserves the right to make the cheque payable to all joint holders).
- 4.4 The preceding paragraphs of this clause 4 shall take effect subject to any prohibition or condition imposed by law.

## **5. Fractional entitlements**

Fractions of New Mustang Shares will not be issued to Scheme Shareholders and entitlements will be rounded down to the nearest whole number of New Mustang Shares so that all fractions of New Mustang Shares will be disregarded.

## **6. Mandates**

Each mandate and other instructions given to Cykel by Scheme Shareholders in force at the Scheme Record Time shall, unless and until amended or revoked, under the terms of the Scheme be deemed as from the Effective Date to be an effective mandate or instruction in respect of the corresponding New Mustang Shares.

## **7. Effective time**

- 7.1 This Scheme shall become effective upon a copy of the Court Order being delivered to the Registrar of Companies.
- 7.2 Unless this Scheme has become effective on or before 31 December 2024, or such later date (if any) as Mustang and Cykel may agree and (if required) the Panel and the Court may allow, this Scheme shall never become effective.

## **8. Modification**

Cykel and Mustang may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Takeover Code. For the avoidance of doubt, no modification to the Scheme pursuant to this clause 8 may be made once the Scheme has taken effect.

## **9. Governing law**

- 9.1 This Scheme and all rights and obligations arising from it are governed by the laws of England and Wales.

9.2 Any dispute of any kind whatsoever arising directly or indirectly as a result of or in connection with this Scheme initiated by Cykel, Mustang, any present or future shareholder of Mustang, or any director of Cykel or Mustang, irrespective of the causes of action, including whether based on contract or tort, shall be exclusively subject to the jurisdiction of the courts of England. The rules of the Takeover Code will apply to this Scheme on the basis provided in the Takeover Code.

Dated: 24 May 2024

## PART 5: FINANCIAL INFORMATION

### 1. Cykel financial information

The following sets out the financial information in respect of Cykel as required by Rule 24.3 of the Takeover Code. The documents (or parts thereof) referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated by reference into this document pursuant to Rule 24.15 of the Takeover Code:

Information incorporated by reference	Hyperlinks	Pages
Statement of Financial Position as at 31 August 2023	<a href="#">Cykel admission document</a>	32
Statement of Comprehensive Income as at 31 August 2023	<a href="#">Cykel admission document</a>	30
Statement of Cash Flows as at 31 August 2023	<a href="#">Cykel admission document</a>	31
Interim results to November 2023	<a href="#">Interim results</a>	2ff
Audited historical financial information dated 31 December 2023	Part VI (B) of the Prospectus	

There are no current ratings or outlooks publicly accorded to Cykel by any rating agencies.

### 2. Mustang financial information

The following sets out the financial information in respect of Mustang required by Rule 24.3 of the Takeover Code. The documents (or parts thereof) referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code.

Information incorporated by reference	Hyperlinks	Pages
Mustang's Annual Report & Financial Statements for the period ended 31 December 2021	<a href="https://www.mustangplc.com/documents/Annual%20Report%202021.pdf">https://www.mustangplc.com/documents/Annual%20Report%202021.pdf</a>	Entire document
Mustang's Annual Report & Financial Statements for the period ended 31 December 2022	<a href="https://www.mustangplc.com/documents/Mustang%20Energy%20PLC%20-%20Final%20Financial%20statements%2031%20December%202022%20(Fully%20Signed%20and%20Dated).pdf">https://www.mustangplc.com/documents/Mustang%20Energy%20PLC%20-%20Final%20Financial%20statements%2031%20December%202022%20(Fully%20Signed%20and%20Dated).pdf</a>	Entire document
Mustang's Financial Statements for the period ended 31 December 2023	<a href="https://www.mustangplc.com/documents/Mustang%20Energy%20PLC%20Annual%20Report%20&amp;%20Financial%20Statements%202023.pdf">https://www.mustangplc.com/documents/Mustang%20Energy%20PLC%20Annual%20Report%20&amp;%20Financial%20Statements%202023.pdf</a>	Entire document

There are no current ratings or outlooks publicly accorded to Mustang by any rating agencies.

### 3. Effect of the Scheme becoming Effective on Mustang

Following the Scheme becoming Effective, the earnings, assets and liabilities of Mustang will include the consolidated earnings, assets and liabilities of Cykel on the Effective Date.

### 4. Hard copies

4.1 Recipients of this document may request hard copies of the information incorporated into this document by reference by contacting Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.00 pm, Monday to Friday excluding public holidays in England and Wales. Please note that calls may be monitored or recorded and the helpline cannot provide financial, legal or tax advice or advice on the merits of the Acquisition.

4.2 Hard copies of the information incorporated into this document by reference will not be sent to recipients of this document unless specifically requested.

**5. No other incorporation of website information**

Save as expressly stated in this document, the contents of the websites referred to in this document are not incorporated into and do not form part of this document.

## PART 6: ADDITIONAL INFORMATION

### 1. Responsibility

- 1.1 The Cykel Directors, whose names are set out in paragraph 2.1 below, each accept responsibility for the information contained in this document (including any expressions of opinion), other than the information for which responsibility is taken by the Mustang Directors pursuant to paragraph 1.2 below. To the best of the knowledge and belief of the Cykel Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Mustang Directors, whose names are set out in paragraph 2.2 below, each accept responsibility for the information contained in this document (including any expressions of opinion) relating to Mustang, themselves and their respective close relatives, related trusts and connected companies, and any other person acting or deemed to be acting in concert (as such term is defined in the Takeover Code) with Mustang. To the best of the knowledge and belief of the Mustang Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

### 2. Directors and registered office

- 2.1 The Cykel Directors and their respective positions are:

<b>Name</b>	<b>Position</b>
Jonathan Bixby	Executive Chairman
Nicholas Lyth	Finance Director
Jonathan Hives	Non-Executive Director
Robert Mayfield	Non-Executive Director

Cykel's registered office and the business address of each of the Cykel Directors is 16 Great Queen Street, London, WC2B 5DG.

Cykel's Company Secretary is Nicholas Lyth.

- 2.2 The Mustang Directors and their respective positions are:

<b>Name</b>	<b>Position</b>
Alan John Broome, AM	Non-Executive Chairman
Dean Lloyd Gallegos	Managing Director
Peter Verdun Wale	Non-Executive Director
Simon William Holden	Non-Executive Director

Mustang's registered office and the business address of each of the Mustang Directors is 48 Chancery Lane, C/O Keystone Law, London, WC2A 1JF.

Mustang's Company Secretary is Simon William Holden.

### 3. Persons acting in concert

3.1 In addition to the Cykel Directors (together with their close relatives and related trusts), the persons who, for the purposes of the Takeover Code, are acting in concert with Cykel in respect of the Acquisition and who are required to be disclosed are:

<b>Name</b>	<b>Registered Office</b>	<b>Relationship with Cykel</b>
Capital Plus Partners	180 Piccadilly, London W1J 9HF	Connected adviser
First Sentinel Corporate Finance Limited	Ground Floor, 72 Charlotte Street, London, W1T 4QQ	Connected adviser
Clear Capital Markets Ltd	12th Floor, Broadgate Tower – Office 1213 20 Primrose Street, London, EC2A 2EW	Broker to Cykel's admission to the Aquis Stock Exchange Growth Market on 25 October 2023
Brian Stockbridge	N/A	Director of First Sentinel Corporate Finance Ltd
Alpha Capital Group Limited	10 Lower Thames Street, Billingsgate, London EC3R 6AF	Controlled by Andrew Blaylock, director of Clear Capital Markets Ltd
AB Trading and Investing Ltd	Elizabeth House, 8th Floor, 54-58 High Street, Edgware, Middlesex HA8 7TT	Owned by Andrew Blaylock, director of Clear Capital Markets Ltd
B Roberts Equity Trading Ltd	14 Kiln Road, Ardleigh, Colchester CO7 7FE	Owned by Bob Roberts, director of Clear Capital Markets Ltd
Daniel Pellard	N/A	Director of Clear Capital Markets Ltd

3.2 In addition to the Mustang Directors (together with their close relatives and related trusts), the persons who, for the purposes of the Takeover Code, are acting in concert with Mustang in respect of the Acquisition and who are required to be disclosed are:

<b>Name</b>	<b>Registered Office</b>	<b>Relationship with Cykel</b>
Guild Financial Advisory Limited	382 Russell Court Woburn Place, London, WC1H 0NH	Connected adviser

### 4. Market quotations

#### 4.1 Cykel

The following table shows the closing middle market prices for Cykel Shares as derived from the website of the Aquis Exchange for (i) the first dealing day following Cykel's admission to the Aquis Stock Exchange Growth Market on 25 October 2023, and (ii) the first dealing day in each month following its admission to 17 January 2024, being the last business day before the suspension of trading of the Cykel Shares.

<b>Date</b>	<b>Cykel share price (pence)</b>
25 October 2023	10 pence
1 November 2023	10.50 pence
1 December 2023	10.50 pence
1 January 2024	9.50 pence
17 January 2024	9.25 pence



## 4.2 Mustang

The following table shows the closing middle market prices for Mustang Shares as derived from the Daily Official List for the first dealing day in each of the six months prior to the date of this document, for 10 May 2024 (being the last business day before the Rule 2.7 Announcement) and for 23 May 2024 (being the Latest Practicable Date). Trading in Mustang Shares has been suspended since 27 April 2021.

Date	Mustang share price (pence)
1 December 2023	30.6 <sup>†</sup>
2 January 2024	30.6 <sup>†</sup>
1 February 2024	30.6 <sup>†</sup>
1 March 2024	30.6 <sup>†</sup>
2 April 2024	30.6 <sup>†</sup>
1 May 2024	30.6 <sup>†</sup>
10 May 2024	30.6 <sup>†</sup>
23 May 2024	30.6 <sup>†</sup>

<sup>†</sup> Suspended

## 5. Disclosures of interests and dealings

5.1 For the purposes of paragraphs 3 to 5 of this Part 6 (*Additional Information*):

- (A) “acting in concert” has the meaning given to it in the Takeover Code;
- (B) “arrangement” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;
- (C) “connected adviser” has the meaning given to it in the Takeover Code;
- (D) “dealing” has the meaning given to it in the Takeover Code;
- (E) “derivative” has the meaning given to it in the Takeover Code;
- (F) “disclosure period” means the period beginning on 19 January 2023 (being the date that is 12 months before the commencement of the Offer Period) and ending on the Latest Practicable Date;
- (G) “financial collateral arrangements” are arrangements of the kind referred to in Note 3 on Rule 4.6 of the Takeover Code;
- (H) “interest” or “interests” in relevant securities shall have the meaning given to it in the Takeover Code and references to interests of Mustang Directors or interests of Cykel Directors in relevant securities shall include all interests of any other person whose interests in shares the Mustang Directors or, as the case may be, the Cykel Directors, are taken to be interested in pursuant to Part 22 of the Companies Act;
- (I) “Note 11 arrangement” includes any indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments and letters of intent to vote in favour of the Scheme and/or related resolutions, details of which are set out in paragraph 6 of this Part 6 (*Additional Information*));
- (J) “relevant Cykel securities” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Cykel including equity share capital of Cykel (or derivatives referenced to them) and securities convertible into, rights to subscribe for and options (including traded options) in respect of them;
- (K) “relevant Mustang securities” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of Mustang including equity share capital in Mustang (or derivatives referenced to them) and securities convertible into, rights to subscribe for and options (including traded options) in respect of them; and

- (L) “short position” means any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

## Interests and dealings in relevant Cykel securities

### Interests

- 5.2 As at the Latest Practicable Date, the following Cykel Directors had the following interests in, or rights to subscribe in respect of, relevant Cykel securities:

#### Cykel Shares

Name	Number of Cykel Shares	Percentage of entire issued share capital
Jonathan Bixby (held by Toro Consulting Ltd, Jonathan Bixby and Shannon Wall (Jonathan Bixby's wife) are beneficial owners of Toro Consulting Ltd)	50,000,000	24.37%
Nicholas Lyth	3,500,000	1.71%

#### Cykel Warrants

Name	Number of Cykel Shares	Date of Grant	Exercise Price	Exercise Period
Jonathan Bixby (held by Toro Consulting Ltd, Jonathan Bixby and Shannon Wall (Jonathan Bixby's wife) are beneficial owners of Toro Consulting Ltd)	26,000,000	19 September 2023	£0.01	25 October 2026
Nicholas Lyth	9,000,000	19 September 2023	£0.01	25 October 2026
Jonathan Hives	2,000,000	19 September 2023	£0.01	25 October 2026
Robert Mayfield	2,000,000	19 September 2023	£0.01	25 October 2026

- 5.3 As at the Latest Practicable Date, the following persons acting in concert with Cykel held the following interests in, or rights to subscribe in respect of, relevant Cykel securities.

#### Cykel Shares

Name	Number of Cykel shares	Percentage of total share capital
First Sentinel Corporate Finance Limited	4,000,000	1.95%
Brian Stockbridge	2,500,000	1.22%
Alpha Capital Group Limited	6,000,000	2.92%
AB Trading and Investing Ltd	4,000,000	1.95%
B Roberts Equity Trading Ltd	4,000,000	1.95%
Daniel Pellard	4,000,000	1.95%

#### Cykel Warrants

Name	Number of Cykel Shares	Date of Grant	Exercise Price	Exercise Period
First Sentinel Corporate Finance Limited	4,000,000	19 September 2023	£0.01	25 October 2026
First Sentinel Corporate Finance Limited	2,051,834	19 September 2023	£0.03	25 October 2028
Clear Capital Markets Ltd	9,333,336	19 September 2023	£0.03	25 October 2028

### Dealings

- 5.4 During the disclosure period, no Cykel Directors have dealt in any relevant Cykel securities, except for the Cykel Shares and Cykel Warrants issued to them following incorporation of Cykel and prior to Cykel's admission to trading on the Aquis Stock Exchange Growth Market on 25 October 2023 (such Cykel Shares and Cykel Warrants being set out in paragraph 5.2 above). Under Rule 6 of the Takeover Code, dealings in shares in the three months prior to the commencement of and during the offer period by a concert party require the offer being made to holders of the same class of shares to not be on less favourable terms.

- 5.5 During the disclosure period, no persons acting in concert with Cykel dealt in any relevant Cykel securities, except for the Cykel Shares issued to them following incorporation of Cykel and prior to Cykel's admission to trading on the Aquis Stock Exchange Growth Market on 25 October 2023 (such Cykel Shares being set out in paragraph 5.3 above).

### Interests and dealings in relevant Mustang securities

#### Interests

- 5.6 As at the Latest Practicable Date, the following Mustang Directors held the following interests in, or rights to subscribe in respect of, relevant Mustang securities:

#### Mustang Shares

Name	Number of Mustang Shares	Percentage of entire issued share capital
Dean Gallegos	1,630,000	13.40%
Alan Broome	140,000	1.15%
Peter Wale	340,000	2.80%
Simon Holden	340,000	2.80%

#### Mustang options and warrants

Name	Description of warrant/option	Number of Mustang Shares	Date of Grant	Exercise Price	Date Vesting from	Expiry Date
2019 Mustang Director Options	the options granted by Mustang to the Mustang Directors and to a former director of Mustang, Jacqueline Yee, to subscribe for Mustang Shares	1,250,000	17 July 2019 (to the Mustang Directors, 18 May 2020 (to Jacqueline Lee)	10 pence	on or around 16 December 2020	28 July 2024
2024 Mustang Director Options	the options granted by Mustang to the Mustang Directors to subscribe for Mustang Shares	7,425,000	1 May 2024	5 pence	The date on which the Mustang Share price is equal to or exceeds 7.5 pence	24 October 2026
BMN Warrants	the warrants granted by Mustang to Bushveld Minerals Limited, pursuant to the BMN Warrant Instrument	636,986	26 February 2024	30 pence	16 November 2023	15 November 2024
Cykel Exchange Warrants	The warrants granted by Mustang to the Cykel warrant holders pursuant to the Cykel Exchange Warrant Instrument	141,044,698	10 May 2024	1 pence for 102,927,582 Cykel Exchange Warrants, 3 pence for 38,117,116 Cykel Exchange Warrants	Admission	25 October 2026 (for 102,927,582 Cykel Exchange Warrants), 25 October 2028 (for 38,117,116 Cykel Exchange Warrants)

- 5.7 Save as disclosed in this paragraph 5 and paragraph 6 (*Irrevocable undertakings and letter of intent*), as at the Latest Practicable Date:

- (A) none of: (i) Mustang; (ii) any Mustang Director or any close relative, related trust or connected person of any such director; or (iii) any other person acting in concert with Mustang, had any interest in, right to subscribe in respect of, or short position in respect of, relevant Cykel securities, and no such person has dealt in any relevant Cykel securities during the disclosure period;

- (B) none of: (i) Mustang; (ii) any Mustang Director or any close relative, related trust or connected person of any such director; or (iii) any other person acting in concert with Mustang, had any interest in, right to subscribe in respect of, or short position in respect of, relevant Mustang securities, and no such person has dealt in any relevant Mustang securities during the disclosure period;
- (C) neither Mustang nor any person acting in concert with Mustang had borrowed or lent any relevant Cykel securities or any relevant Mustang securities (including any financial collateral arrangements), save for borrowed shares which have been either on-lent or sold;
- (D) none of: (i) Cykel; (ii) any Cykel Director, or any close relative, related trust or connected person of any Cykel Director; or (iii) any other person acting in concert with Cykel, had any interest in, right to subscribe in respect of, or short position in relation to, relevant Cykel securities; and no such person has dealt in any relevant Cykel securities during the Offer Period;
- (E) neither: (i) Cykel; nor (ii) any Cykel Director, or any close relative, related trust or connected person of any Cykel Director; or (iii) any other person acting in concert with Cykel, had any interest in, right to subscribe in respect of, or short position in relation to, relevant Mustang securities, and no such person has dealt in any relevant Mustang securities during the Offer Period;
- (F) neither Cykel nor any person acting in concert with it had borrowed or lent any relevant Cykel securities or any relevant Mustang securities (including any financial collateral arrangements), save for borrowed shares which have been either on-lent or sold;
- (G) neither Mustang nor any person acting in concert with Mustang had any Note 11 arrangement with any other person; and
- (H) neither Cykel nor any person acting in concert with Cykel had any Note 11 arrangement with any other person.

## 6. Irrevocable undertakings and letter of intent

### 6.1 Cykel Directors

The following Cykel Directors have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting (or in the event that the Acquisition is implemented by a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in relation to the following Cykel Shares currently held by them as well as any further Cykel Shares which they may acquire, and to cancel their Cykel Warrants in exchange for the issue of new warrants over ordinary shares in Mustang following the Court Sanction:

Name	Number of Cykel Shares for which undertaking is given	Percentage of entire issued share capital at Latest Practicable Date	Number of Cykel Warrants for which undertaking is given
Jonathan Bixby (held by Toro Consulting Ltd, Jonathan Bixby and Shannon Wall (Jonathan Bixby's wife) are beneficial owners of Toro Consulting Ltd)	50,000,000	24.37%	26,000,000
Nicholas Lyth	3,500,000	1.71%	9,000,000
Jonathan Hives	0	0%	2,000,000
Robert Mayfield	0	0%	2,000,000
<b>Total</b>	<b>53,500,000</b>	<b>26.07%</b>	<b>39,000,000</b>

These irrevocable undertakings will cease to be binding if, among other things:

- (1) Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;

- (2) the Scheme has not become Effective by 5.00 pm on the Long Stop Date (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);
- (3) any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or
- (4) the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five business days.

## 6.2 Cykel Shareholders

The following Cykel Shareholders have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in relation to the following Cykel Shares currently held by them as well as, in some cases, any further Cykel Shares which they may acquire, and to cancel their Cykel Warrants in exchange for the issue of new warrants over ordinary shares in Mustang following the Court Sanction:

Name	Number of Cykel Shares for which undertaking is given	Percentage of entire issued share capital at Latest Practicable Date	Number of Cykel Warrants for which undertaking is given
Alpha Capital Group Limited	6,000,000	2.92%	0
California Two Pizza Ventures Inc	7,000,000	3.41%	0
Crowdforn Ltd	10,000,000	4.87%	0
Fidelio Partners Pte Ltd	20,000,000	9.75%	0
Nicholas Nugent	5,000,000	2.44%	0
First Sentinel Corporate Finance Limited	4,000,000	1.95%	6,051,834
Brian Stockbridge	2,500,000	1.22%	0
Ewan Collinge	2,000,000	0.97%	2,500,000
Leo Mercier	2,000,000	0.97%	2,500,000
<b>Total</b>	<b>58,500,000</b>	<b>28.51%</b>	<b>11,051,834</b>

These irrevocable undertakings will cease to be binding if, among other things:

- (1) Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;
- (2) the Scheme has not become Effective by 5.00 pm on the Long Stop Date (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);
- (3) any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or
- (4) the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five business days.

### 6.3 Mustang Directors

The following Mustang Directors have given irrevocable undertakings to vote in favour of the Mustang Resolutions to be proposed at the Mustang General Meeting which will be convened in connection with the Acquisition in relation to the following Mustang Shares currently held by them (or their close relatives, related trusts and connected persons) as well as any further Mustang Shares which they may acquire:

<b>Name of Mustang Director</b>	<b>Number of Mustang Shares for which undertaking is given</b>	<b>Percentage of entire issued share capital at Latest Practicable Date</b>
Alan John Broome	140,000	1.15%
Dean Lloyd Gallegos	1,630,000	13.40%
Peter Verdun Wale	340,000	2.80%
Simon William Holden	340,000	2.80%
<b>Total</b>	<b>2,450,000</b>	<b>20.15%</b>

These irrevocable undertakings will cease to be binding if, among other things:

- (1) Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;
- (2) the Scheme has not become Effective by 5.00 pm on the Long Stop Date (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);
- (3) any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or
- (4) the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five business days.

### 6.4 Mustang Shareholders

The following Mustang Shareholders have given irrevocable undertakings to vote in favour of the Mustang Resolutions to be proposed at the Mustang General Meeting which will be convened in connection with the Acquisition in relation to the following Mustang Shares currently held by them as well as any further Mustang Shares which they may acquire:

<b>Name of Mustang Shareholder</b>	<b>Number of Mustang Shares for which undertaking is given</b>	<b>Percentage of entire issued share capital at Latest Practicable Date</b>
Acacia Resources Limited	2,471,600	20.32%
Matthew Lumb	250,000	2.06%
<b>Total</b>	<b>2,721,600</b>	<b>22.38%</b>

These irrevocable undertakings will cease to be binding if, among other things:

- (1) Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;
- (2) the Scheme has not become Effective by 5.00 pm on the Long Stop Date (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);



- (3) any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or
- (4) the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five business days.

## **7. Summary of rights attached to New Mustang Shares**

In this summary reference to Mustang Shareholders includes Scheme Shareholders holding New Mustang Shares following the Acquisition.

Mustang's objects are not restricted by the Mustang Articles, accordingly, pursuant to section 31(1) of the CA 2006, Mustang's objects are unrestricted. The Mustang Articles contain provisions to the following effect. Subject to the passing of the resolutions, new articles of association would be adopted with effect from Admission, which would contain more detailed provisions, in particular, in respect of general meetings (including electronic and hybrid meetings), disclosure of interests in shares, appointment and retirement of directors, directors fees (which, in addition to salaries, will be subject to an aggregate limit of £150,000 per annum or such additional sums as Mustang may by ordinary resolution determine) and proceedings at the Mustang Board and the Mustang Shareholders' meetings. The key provisions set out below would however not be affected.

### *Share capital*

- 7.1 Mustang's share capital currently consists of ordinary shares. The liability of the members of Mustang is limited to the amount, if any, unpaid on the ordinary shares held by them. Mustang may issue shares with such rights or restrictions as may be determined by ordinary resolution or as the Mustang Board shall determine, including shares which are to be redeemed, or are liable to be redeemed at the option of Mustang or the holder of such shares.
- 7.2 Unless the Mustang Board determine otherwise, a member of Mustang is not entitled to attend a general meeting, or, in respect of any shares held by him to vote at any general meeting of Mustang if any amounts payable by him in respect of those shares have not been paid or if the member has a holding of at least 0.25 per cent. of any class of shares of Mustang and has failed to comply with a notice under section 793 of the CA 2006.

### *Voting*

- 7.3 The Mustang Shareholders have the right to receive notice of, and to vote at, general meetings of Mustang. Each Mustang Shareholder who is present in person (or, being a corporation, by representative) at a general meeting on a show of hands has one vote and, on a poll, every such holder who is present in person (or, being a corporation, by representative) or by proxy has one vote in respect of every share held by him.

### *Dividends*

- 7.4 Mustang may, subject to the provisions of the CA 2006 and the Mustang Articles, by ordinary resolution from time to time declare dividends to be paid to members not exceeding the amount recommended by the Mustang Board. Subject to the provisions of the CA 2006 insofar as, in the Mustang Board's opinions, Mustang's profits justify such payments, the Mustang Board may pay interim dividends on any class of shares except for shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. Any dividend, unclaimed after a period of 12 years from the date such dividend was declared or became payable shall, if the Mustang Board resolve, be forfeited and revert to Mustang. Mustang does not pay interest on any dividend unless otherwise provided by the terms on which the shares were issued or the provision of another agreement.

### *Transfer of shares*

- 7.5 Each member may transfer all or any of his shares which are in certificated form by means of an instrument of transfer in any usual form or in any other form which the Mustang Board may approve. Each member may transfer all or any of his shares which are in uncertificated form by means of a relevant system (as defined in the CREST Regulations) in such manner provided for, and subject as provided in, the CREST Regulations.
- 7.6 The Mustang Board may, in its absolute discretion, refuse to register the transfer of a share in certificated form unless: (i) it is only for one class of share; (ii) it is in favour of no more than four joint transferees; (iii) it is duly stamped or is duly certificated or otherwise shown to the satisfaction of the Mustang Board to be exempt from stamp duty; and (iv) it is delivered for registration to the registered office of Mustang (or such other place as the Mustang Board may determine), accompanied (except in the case of a transfer by a person to whom Mustang is not required by law to issue a certificate and to whom a certificate has not been issued or in the case of a renunciation) by the certificate for the shares to which it relates and such other evidence as the Mustang Board may reasonably require to prove the title of the transferor (or person renouncing) and the due execution of the transfer or renunciation by him or, if the transfer or renunciation is executed by some other person on his behalf, the authority of that person to do so.
- 7.7 The Mustang Board will not exercise such discretion if it would conflict with the Listing Rules.
- 7.8 The Mustang Board may refuse to register a transfer of uncertificated shares in any circumstances that are allowed or required by the CREST Regulations and the relevant system (as defined in the CREST Regulations).

### *Allotment of shares and pre-emption rights*

- 7.9 Subject to the CA 2006 and the Mustang Articles and in accordance with section 551 of the CA 2006, the Mustang Board shall be generally and unconditionally authorised to exercise for each prescribed period, all the powers of Mustang to allot shares up to an aggregate nominal amount equal to the amount stated in the relevant special resolution passed pursuant to section 561 of the CA 2006, authorising such allotment.
- 7.10 Under and within the terms of the said authority or otherwise in accordance with section 570 of the CA 2006, the Mustang Board shall be empowered during each prescribed period to allot equity securities (as defined in the CA 2006): (i) in accordance with a rights issue; or (ii) otherwise than in connection with a rights issue up to an aggregate nominal amount equal to the amount stated in the relevant ordinary or special resolution passed pursuant to section 551 of the CA 2006, authorising such allotment.

### *Directors*

- 7.11 Unless otherwise determined by Mustang by ordinary resolution, the number of directors (other than any alternate directors) shall not be less than two, but there shall be no maximum number of directors.
- 7.12 Subject to the Mustang Articles and the CA 2006, Mustang may by ordinary resolution appoint a person who is willing to act as a director and the Mustang Board shall have power at any time to appoint any person who is willing to act as a director, in both cases either to fill a vacancy or as an addition to the existing Mustang Board.
- 7.13 At every subsequent annual general meeting any director who (i) has been appointed by the directors since the last annual general meeting or (ii) was not appointed or re-appointed at one of the preceding two annual general meetings, must retire from office and may offer themselves for reappointment by the Mustang Shareholders by ordinary resolution.
- 7.14 Subject to the provisions of the Mustang Articles, the Mustang Board, which may exercise all the powers of Mustang, may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors.
- 7.15 The quorum for a directors' meeting shall be fixed from time to time by a decision of the directors, but it must never be less than two and unless otherwise fixed, it is two.

- 7.16 Questions arising at a meeting shall be decided by a majority of votes of the participating directors, with each director having one vote. In the case of an equality of votes the chairman shall have a second or casting vote.
- 7.17 The directors shall be entitled to receive such remuneration as the directors shall determine for their services to Mustang as directors and for any other service which they undertake for Mustang provided that the aggregate fees payable to the directors must not exceed such amount as may from time to time be decided by ordinary resolution of Mustang. The directors shall also be entitled to be paid all reasonable expenses properly incurred by them in connection with their attendance at meetings of Mustang Shareholders or class meetings, board or committee meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to Mustang.
- 7.18 The Mustang Board may, in accordance with the requirements in the Mustang Articles, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching their duty under the CA 2006 to avoid conflicts of interests.
- 7.19 A director seeking authorisation in respect of such conflict shall declare to the Mustang Board the nature and extent of his interest in a conflict as soon as is reasonably practicable. The director shall provide the Mustang Board with such details of the matter as are necessary for the Mustang Board to decide how to address the conflict together with such additional information as may be requested by the Mustang Board.
- (a) Any authorisation by the Mustang Board will be effective only if:
  - (b) to the extent permitted by the CA 2006, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of the Mustang Articles;
  - (c) any requirement as to the quorum for consideration of the relevant matter is met without counting the conflicted director and any other conflicted director; and
  - (d) the matter is agreed to without the conflicted director voting or would be agreed to if the conflicted director's and any other interested director's vote is not counted.

#### *General meetings*

- 7.20 Mustang must convene and hold annual general meetings in accordance with the CA 2006.
- 7.21 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting which shall not be treated as part of the business of the meeting. Save as otherwise provided by the Mustang Articles, two Mustang Shareholders present in person or by proxy and entitled to vote shall be a quorum for all purposes.

#### *Borrowing powers*

- 7.22 Subject to the Mustang Articles and the CA 2006, the Mustang Board may exercise all of the powers of Mustang to: (i) borrow money; (ii) indemnify and guarantee; (iii) mortgage or charge; (iv) create and issue debentures and other securities; and (v) give security either outright or as collateral security for any debt, liability or obligation of Mustang or of any third party.

#### *Capitalisation of profits*

- 7.23 The directors may, if they are so authorised by an ordinary resolution of the Mustang Shareholders, decide to capitalise any undivided profits of Mustang (whether or not they are available for distribution), or any sum standing to the credit of Mustang's share premium account or capital redemption reserve. The directors may also, subject to the aforementioned ordinary resolution, appropriate any sum which they so decide to capitalise to the persons who would have been entitled to it if it were distributed by way of dividend and in the same proportions.

### *Uncertificated shares*

- 7.24 Subject to the CA 2006, the directors may permit title to shares of any class to be issued or held otherwise than by a certificate and to be transferred by means of a relevant system (as defined in the CREST Regulations) without a certificate.
- 7.25 The directors may take such steps as they see fit in relation to the evidencing of and transfer of title to uncertificated shares, any records relating to the holding of uncertificated shares and the conversion of uncertificated shares to certificated shares, or vice-versa.
- 7.26 Mustang may by notice to the holder of an uncertificated share, require that share to be converted into certificated form.
- 7.27 The Mustang Board may take such other action that the Mustang Board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it.

### *Winding up*

- 7.28 If Mustang is wound up, the liquidator may, with the sanction of a special resolution of Mustang and any other sanction required by the CA 2006, divide among the Mustang Shareholders in specie any whole or any part of the assets of Mustang and may, for that purpose, value any assets and determine how the division should be carried out as between the Mustang Shareholders or different classes of Mustang Shareholder. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

## **8. Directors' service contracts and emoluments**

### **8.1 Cykel Directors**

The particulars of the service contracts between Cykel and each Cykel Director are set out below.

(a) *Jonathan Bixby*

On 25 August 2023, Cykel entered into a consultancy agreement with Toro Consulting Ltd, a company beneficially owned by Jonathan Bixby and his wife (Shannon Wall), and Jonathan Bixby, pursuant to which Mr Bixby has been appointed, and provides services to Cykel as Cykel's Executive Chairman in consideration of a fee of £120,000 per annum. Either party may terminate the appointment upon 12 months' written notice. Mr Bixby's appointment is subject to the Cykel Articles and the usual rules on the rotation of directors. It is expected that Mr Bixby will spend a minimum of 8 days a month on work for Cykel.

(b) *Nicholas Lyth*

On 26 August 2023, Cykel entered into a consultancy agreement with Nick Lyth, pursuant to which Mr Lyth has been appointed, and provides services to Cykel as Cykel's Finance Director in consideration of a fee of £60,000 per annum. Either party may terminate the appointment upon 30 days' written notice. Mr Lyth's appointment is subject to the Cykel Articles and the usual rules on the rotation of directors. It is expected that Mr Lyth will spend up to 10 days a month on work for Cykel.

(c) *Jonathan Hives*

On 18 October 2023, Mr Hives entered into a letter of appointment with Cykel as a Non-Executive Director of the Company. Either party may terminate the appointment upon three months' written notice. Mr Hives' appointment is subject to the Cykel Articles and the usual rules on the rotation of directors. It is expected that Mr Hives will spend a minimum of one day a month on work for Cykel. Mr Hives is paid £24,000 per annum and is entitled to further fees if he serves on any committees of Cykel.

(d) *Robert Mayfield*

On 18 October 2023, Mr Mayfield entered into a letter of appointment with Cykel as a Non-Executive Director of Cykel. Either party may terminate the appointment upon three months' written notice. Mr Mayfield's appointment is subject to the Cykel Articles and the usual rules on the rotation of directors. It is expected that Mr Mayfield will spend a minimum of one day a month on work for Cykel. Mr Mayfield is paid £24,000 per annum and is entitled to further fees if he serves on any committees of the Company.

8.2 Save as disclosed in this paragraph 8:

- (A) no Cykel Director is entitled to commission or profit-sharing arrangements;
- (B) other than statutory compensation and payment in lieu of notice, no compensation is payable to any Cykel Director upon early termination of their contract or appointment; and
- (C) there are no service contracts or letters of appointment between any Cykel Director or proposed director of Cykel and Cykel and no such contract has been entered into or amended within the six months preceding the date of this document.

8.3 Save as otherwise disclosed in this document, the effect of the Scheme on the interests of the Cykel Directors does not differ from its effect on the like interests of any other holder of Scheme Shares.

8.4 **Mustang Directors' emoluments**

The Mustang Directors will resign on Admission. The Cykel Directors have entered into service contracts and/or letters of appointment with Mustang substantially on the same terms as set out in their existing service contracts and/or letters of appointment with Cykel, and will be appointed as directors of Mustang with effect from Admission.

**9. Material contracts**

9.1 **Cykel material contracts**

Cykel has not entered into, during the period beginning on 19 January 2022 (being two years before the commencement of the Offer Period) and ending on the Latest Practicable Date, any material contract otherwise than in the ordinary course of business, save for the following:

9.1.1 *IP assignment*

Pursuant to an IP assignment deed dated 4 October 2023 between Crowdform and Cykel, Crowdform sold and Cykel purchased all of intellectual property rights generated by Crowdform in connection with the natural language processing artificial intelligence software platform known as Cykel securities for USD \$1. Crowdform gave warranties as to their ownership of such rights and the lack of any infringement.

9.1.2 *Crowdform Agreement*

On 18 October 2023, Cykel and Crowdform entered into a retained support services agreement ("Crowdform Agreement") under which Crowdform agreed to provide software support and maintenance services to Cykel for a term expiring on 31 December 2024 and thereafter the term continues until the Crowdform Agreement is terminated on six months' notice on either side. Cykel has agreed to pay Crowdform a monthly retainer of £10,000 plus VAT. All intellectual property rights in all materials created by Crowdform during its engagement will be owned by Cykel, upon payment of fees due under the Crowdform Agreement. Crowdform has agreed not to provide similar services to the Cykel's competitors whilst it remains a shareholder in Cykel, unless Cykel agrees otherwise.

9.1.3 *Cykel Warrant Instrument*

On 18 September 2023, Cykel executed a warrant instrument (the "Cykel Warrant Instrument") pursuant to which Cykel authorised the grant of up to 60,000,000 warrants over its ordinary shares at such exercise price and on such terms (including as to vesting, exercise and lock-in) as are from time to time agreed by the Cykel Directors.

#### 9.1.4 *Cykel Lock-In Agreement*

On 18 October 2023, (1) the Cykel Directors (2) certain locked-in shareholders of Cykel (3) Cykel and (4) First Sentinel Corporate Finance Limited entered into a lock-in agreement (“Cykel Lock-In Agreement”), pursuant to which the locked-in directors and shareholders agreed with First Sentinel Corporate Finance Limited and Cykel not to dispose of any Cykel securities held by them for a period of 12 months from Cykel’s admission to the Aquis Stock Exchange Growth Market and, for a further period of 12 months, that any disposal shall be subject to orderly market arrangements. Certain disposals are excluded from the Cykel Lock-In Agreement, including, among others, a disposal in connection with the acceptance of a general takeover offer made to all Cykel shareholders or any disposal made pursuant to a scheme of arrangement which is recommended for acceptance by the Cykel Directors. The Cykel Lock-In Agreement will therefore not apply to the Acquisition.

The Cykel Lock-In Agreement will be terminated with effect from Admission. Cykel, Fidelio Partners Pte Ltd and Crowdforn Ltd have agreed to enter into a new lock-in agreement which will be for a period of three months from the date of Admission.

#### 9.1.5 *Relationship Agreement*

On 18 October 2023, Cykel entered into a relationship agreement with Toro Consulting Ltd pursuant to which the parties agreed certain matters, including but not limited to undertakings from the shareholder to ensure that Cykel will be capable at all times of carrying on its business independently of the influence from Toro Consulting Ltd. The agreement will terminate upon the shareholder owning less than 20 per cent of the issued share capital of Cykel. This agreement will terminate with effect from Admission. Cykel and Toro Consulting Ltd have agreed to enter into a new relationship agreement on the same terms as those of the relationship agreement between Cykel and Toro Consulting Ltd.

### 9.2 **Mustang material contracts**

Mustang has not entered into, during the period beginning on 19 January 2022 (being two years before the commencement of the Offer Period) and ending on the Latest Practicable Date, any material contract otherwise than in the ordinary course of business, save for the following:

#### 9.2.1 *Heads of Terms*

On 7 November 2023, Mustang and Cykel entered into the Heads of Terms for the Acquisition, on the basis of 1.911 new Mustang share for each Cykel share. This ratio has been calculated on the basis of a valuation of £1,000,000 of Mustang, and a valuation of Cykel at c £19.22 million based on a ten day volume weighted average price (VWAP) up to 7 November 2023, being the date of the Heads of Terms. Under the Heads of Terms, the Acquisition, if made, is conditional upon satisfaction or waiver (where relevant) the conditions, including the satisfactory completion by each of the parties of financial, legal and commercial due diligence.

#### 9.2.2 *Mustang Director Options*

On 17 July 2019, Mustang and the Mustang Directors (excluding Jacqueline Yee) entered into option deeds which granted the 2019 Director Options to the Mustang Directors, pursuant to which each 2019 Director Option entitles the Mustang Director to subscribe for one Mustang Share at a price per Mustang Share of 10 pence (being the placing price that investors subscribed for Mustang Shares in conjunction with Mustang’s IPO). Jacqueline Yee, a former director of Mustang, was granted 2019 Director Options on 18 May 2020. The 2019 Director Options vested on or around 16 December 2020, when the share price of the Mustang Shares reached 15 pence. The Directors must exercise the 2019 Director Options within a five year period from the date of Mustang’s IPO.

On 1 May 2024, Mustang and the Mustang Directors entered into option deeds which granted the 2024 Director Options to the Mustang Directors, pursuant to which each 2024 Director Option entitles the Mustang Director to subscribe for one Mustang Share at a price per Mustang Share of 5 pence. The 2024 Director Options will vest when the share price of Mustang Shares is equal to or exceeds 7.5 pence. The Mustang Directors must exercise the 2024 Director Options by 24 October 2026.



### 9.2.3 *Bushveld Minerals Loan Agreement*

On 25 January 2022, Mustang and Bushveld Minerals entered into a loan agreement pursuant to which Bushveld Minerals agreed to originally lend US\$220,000 (approximately £176,000) to Mustang, interest-free, for general working capital purposes (the "**Loan**"). The Loan commenced on 25 January 2022 and ran to and including 31 December 2023 (the "**Term**").

Mustang had to repay any amount outstanding on the Loan to Bushveld Minerals in full on 31 December 2023. Mustang also had the option to repay the Loan during the course of the Term by way of a single cash payment or by way of an issue of new ordinary shares in itself to Bushveld Minerals equivalent to the amount of the Loan at an issue price of the greater of (i) 20 pence per share; and (ii) the average volume weighted average price of a share for the consecutive 10 dealing days ending on the dealing day immediately preceding the repayment date, together with warrants for every two new ordinary shares issued.

The agreement was amended and restated on 10 January 2023, pursuant to which the amount of the Loan was increased to US\$320,000. An additional tranche amount of US\$100,000 was agreed to be made available for drawdown on 13 January 2023 increasing the Loan to US\$420,000.

Mustang announced on 12 September 2023 and 20 November 2023 that it agreed to repay the Loan in full by the issue 1,273,972 shares to Bushveld Minerals. Mustang also announced it would issue Bushveld Minerals with 1 warrant for every two shares issued, with an exercise price of 30 pence and an exercise period of 12 months after issue.

The agreement was governed by the laws of England and Wales.

### 9.2.4 *Druces Engagement Letter 2022*

On 13 April 2022, Mustang entered into an engagement letter with Druces LLP ("**Druces**"), its solicitors as to English law, pursuant to which Druces were engaged to act on a proposed reverse takeover transaction involving the attempted VRFB-H acquisition.

Pursuant to this engagement letter, Druces agreed to accept partial settlement of their fees by the issue of 700,000 fully paid Mustang Shares at 6 pence per share (the "**Druces Fee Shares**"), such Druces Fee Shares to be issued on 27 June 2024. Druces also agreed to a lock-in of the Druces Fee Shares issued to them, details of the lock-in are set out at paragraph 9.2.10 below.

### 9.2.5 *First Sentinel Engagement Letter 2023*

On 9 January 2023, Mustang entered into an engagement letter with First Sentinel Corporate Finance Limited ("**First Sentinel**"), pursuant to which First Sentinel were engaged as corporate adviser to provide advice and services relating to a Rule 9 waiver procedure of the City Code involving the attempted VRFB-H acquisition.

Pursuant to this engagement letter, First Sentinel agreed to accept partial settlement of their fees by the issue of 400,000 Mustang Shares at 6 pence per share (the "**First Sentinel Fee Shares**"), such First Sentinel Fee Shares to be issued on 27 June 2024. First Sentinel also agreed to a lock-in of the First Sentinel Fee Shares issued to them, details of the lock-in are set out at paragraph 9.2.10 below.

### 9.2.6 *BMN Warrant Instrument*

On 26 February 2024, Mustang executed a warrant instrument constituting the 636,986 BMN Warrants, granting the BMN Warrants to BMN. The BMN Warrants are exercisable in whole or in part, with an exercise price of 30p and with an exercise period until 15 November 2024.

### 9.2.7 *Cykel Exchange Warrant Instrument*

On 10 May 2024, Mustang executed a warrant instrument constituting the Cykel Exchange Warrants (as defined below), pursuant to which the holders of the Cykel Warrants exchanged, conditional on Admission, their 59,385,170 warrants in Cykel issued pursuant to the Cykel Warrant Instrument for 141,044,698 warrants in Mustang (the "**Cykel Exchange Warrants**").



102,927,582 Cykel Exchange Warrants are exercisable in whole or in part, with an exercise price of 1p on or before 25 October 2026 and 38,117,116 Cykel Exchange Warrants are exercisable in whole or in part, with an exercise price of 3p on or before 25 October 2028.

The instrument is governed by the laws of England and Wales.

#### 9.2.8 *May 2024 Convertible Loan Note Instruments*

On 21 May 2024, Mustang executed convertible loan note instruments pursuant to which Jonas Chow, Matthew Lumb and Penelope Szeto subscribed for the notes with an aggregate principal nominal amount of £200,000 (the “**May 2024 CLNs**”), for a consideration of £106,666.40. The notes were subscribed for in (i) one tranche of nominal amount of £90,000 by Jonas Chow; (ii) one tranche of nominal amount of £56,250 by Matthew Lumb; and (iii) one tranche of nominal amount of £53,750 by Penelope Szeto, all on 21 May 2024. The subscription is conditional on the approval of the Mustang Shareholders and the Cykel Shareholders of the Acquisition and Admission. The notes have a conversion price of 6 pence and are to be redeemed either by Jonas Chow, Matthew Lumb or Penelope Szeto serving a conversion notice in relation to their respective convertible loan notes, or Mustang serving a conversion notice to Jonas Chow, Matthew Lumb or Penelope Szeto in relation to their respective convertible loan notes, any such notice to take effect no later than 7 July 2024 (or such later date as may be agreed in writing by Mustang and the noteholders). If conversion of the notes would have the effect of potentially triggering the requirement to make a mandatory offer under the City Code, conversion of the notes shall not be permitted without the prior approval of the Panel.

The notes will be converted in full by Mustang and 3,333,333 Ordinary Shares (the “**May 2024 CLNs Shares**”) will be issued to the noteholders, subject to shareholder approval at the General Meeting, on 27 June 2024.

The instrument is governed by English law.

#### 9.2.9 *Kamran Sattar Convertible Loan Note Instrument*

On 22 November 2023, Mustang executed a convertible loan note instrument pursuant to which Kamran Sattar subscribed for a principal amount of £200,000 (the “**Kamran Sattar CLN**”). The notes were subscribed for in one tranche of £200,000 on 22 November 2023. The notes have an interest rate of 10% per annum, a conversion price of 6 pence and are to be redeemed either by Kamran Sattar serving a conversion notice, or Mustang serving a conversion notice to take effect no later than 7 July 2024 (or such later date as may be agreed in writing by Mustang and the noteholders). If conversion of the notes would have the effect of potentially triggering the requirement to make a mandatory offer under the City Code, conversion of the notes shall not be permitted without the prior approval of the Panel.

The notes will be converted in full by Mustang and 3,506,849 Ordinary Shares (the “**Kamran Sattar CLN Shares**”) will be issued to the noteholder, subject to shareholder approval at the General Meeting, on 27 June 2024.

The instrument is governed by English law.

#### 9.2.10 *Corporate Adviser Engagement Letter*

On 3 January 2024, Mustang and Guild Financial entered into an engagement letter, pursuant to which Guild Financial was appointed as corporate adviser in relation to the Acquisition, specifically with respect to providing advice and services relating to the Rule 9 waiver procedure of the City Code.

Mustang agreed to pay Guild Financial fees for the engagement, payable as follows:

- an initial fee of £15,000 plus VAT upon signing the engagement letter;
- a fee of £15,000 plus VAT upon the posting of the scheme document and waiver circular (payable on the earlier posting date if these documents are not posted simultaneously); and

- such further fees as may be agreed, acting reasonably, for any additional work.

The engagement letter is governed by the laws of England and Wales.

#### 9.2.11 *Finder's Fee Agreement*

On 4 January 2024 Mustang entered into a finder's fee letter agreement (the "**Finder's Fee Agreement**") with Mr Richard Corsie MBE (the "**Finder**"), pursuant to which the Company agreed to pay the Finder a fee of £18,000 (the "**Finder's Fee**") for the introduction of Mustang to Cykel and the proposal by which Mustang will acquire the entire issued and to be issued share capital of Cykel (the "**Proposal**") by way of a scheme of arrangement.

The Finder's Fee is to be satisfied by the issue of 300,000 fully paid Mustang Shares at 6 pence per share (the "**Finder's Fee Shares**"), conditional upon the following:

- Mustang shareholder approvals in respect of a Rule 9 waiver under the Takeover Code, the allotment and issue of shares and to disapply pre-emption rights in connection with the Proposal.
- the entering into a lock-in agreement by the Finder for a period of 6 months from the date Mustang is readmitted for all of Finder's shares in Mustang as at the date of Admission, including the Finder's Fee Shares.
- successful completion by Mustang of the acquisition of Cykel by way of a scheme of arrangement.
- the provision by the Finder of an invoice to Mustang in the amount of £18,000.

The Finder's Fee Shares will be issued on 27 June 2024.

The letter is governed by the laws of England and Wales.

#### 9.2.12 *Lock-in Agreements*

Mustang Directors, Druces, Acacia, Bushveld Minerals and Mr Richard Corsie MBE (with respect to his 750,000 Mustang Shares) have entered into lock-in agreements with Mustang pursuant to which they each undertook to Mustang that, subject to Admission, they shall not, except in certain specified circumstances, sell, transfer, mortgage, charge, assign, grant any option over or otherwise dispose of the legal, beneficial or any other interest in any Mustang Shares held by them or their respective associates (Mr Richard Corsie MBE with respect to his 750,000 Mustang Shares) prior to the six month period commencing on the date of Admission.

Nicholas Lyth, Toro Consulting Ltd, First Sentinel, Mr Brian Stockbridge, Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc and Crowdfund Ltd have entered into lock-in agreements with Mustang pursuant to which they each undertook to Mustang that, subject to Admission, they shall not, except in certain specified circumstances, sell, transfer, mortgage, charge, assign, grant any option over or otherwise dispose of the legal, beneficial or any other interest in any Mustang Shares held by them or their respective associates prior to the three month period commencing on the date of Admission.

The lock-in agreements are governed by the laws of England and Wales.

## 10. **No significant change**

- 10.1 Except for the suspension of trading the Cykel Shares on 18 January 2024, There has been no significant change in the financial or trading position of Cykel since 31 December 2023, being the date to which the latest published historical financial information of Cykel was prepared.
- 10.2 There has been no significant change in the financial or trading position of Mustang since 31 December 2023, being the date to which the latest published financial statements of Mustang were prepared.

## 11. Offer-related fees and expenses

### 11.1 Mustang fees and expenses

The aggregate fees and expenses which are expected to be incurred by Mustang in connection with the Acquisition are estimated to amount to approximately £201,350, plus applicable VAT and other taxes. The aggregate fees and expenses consist of the following categories:

<b>Category</b>	<b>Amount (excluding applicable VAT)</b>
Legal advice	£70,000
Reporting accountants	£60,000
Other professional services	£36,350
Regulatory costs	£35,000
<b>Total</b>	<b>£201,350</b>

### 11.2 Cykel fees and expenses

The aggregate fees and expenses which are expected to be incurred by Cykel in connection with the Acquisition are estimated to amount to approximately £385,700, plus applicable VAT and other taxes and disbursements. The aggregate fees and expenses consist of the following categories:

<b>Category</b>	<b>Amount (excluding applicable VAT)</b>
Financial advice	£50,000
Legal advice	£320,000
Other professional services	£15,700
<b>Total</b>	<b>£385,700</b>

## 12. Other information

- 12.1 Capital Plus Partners has given and not withdrawn its consent to the publication of this document with the inclusion herein of the references to its name, in each case, in the form and context in which it appears.
- 12.2 Guild Financial has given and not withdrawn its consent to the publication of this document with the inclusion herein of the references to its name, in each case, in the form and context in which it appears.
- 12.3 Save as disclosed in this document, there is no agreement, arrangement or understanding (including any compensation arrangement) between Mustang or any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of Mustang, or any person interested or recently interested in Cykel Shares, having any connection with or dependence on or which is conditional upon the outcome of the Acquisition.
- 12.4 There is no agreement, arrangement or understanding pursuant to which the beneficial ownership of any of the Cykel Shares to be acquired by Mustang will be transferred to any other person.
- 12.5 Save with the consent of the Panel, settlement of the Consideration to which each Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme without regard to any lien or right of set-off, counterclaim or other analogous right to which Mustang may otherwise be, or claim to be, entitled against any such Scheme Shareholder.
- 12.6 Save as disclosed in this document, there is no agreement or arrangement to which Mustang is a party which relates to the circumstances in which it may or may not invoke a Condition to the Scheme.

## 13. Documents available on website

Copies of the following documents are available on Cykel's website ([www.cykel.ai](http://www.cykel.ai)) and on Mustang's website ([www.mustangplc.com](http://www.mustangplc.com)) (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions) up to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier:

- (A) this document;

- (B) the Forms of Proxy;
- (C) the irrevocable undertakings and letter of intent referred to in paragraph 6 of this Part 6 (*Additional Information*);
- (D) the written consent referred to in paragraph 12.1 of this Part 6 (*Additional Information*);
- (E) the Rule 2.7 Announcement;
- (F) Cykel's interim results to November 2023 and interim audited financial information dated 31 December 2023;
- (G) Mustang's audited financial statements for the periods ended 31 December 2021, 31 December 2022 and 31 December 2023;
- (H) the Memorandum of Association of Mustang and the Mustang Articles;
- (I) the Cykel Articles; and
- (J) the Cykel Articles, as proposed to be amended by the Resolution.

Save as expressly stated in this document, the contents of the websites referred to in this document are not incorporated into and do not form part of this document.

#### **14. Sources of information and bases of calculation**

- 14.1 The "Latest Practicable Date" for the purposes of this document means close of business on 23 May 2024 (being the last business day before the date of this document).
- 14.2 The equity value of Cykel's entire issued share capital has been calculated on the basis of 205,183,350 Cykel Shares, being the number of Cykel Shares in issue as at the last business day prior to the commencement of the Offer Period. References in this document to the "entire issued ordinary share capital of Cykel" are each based on this aggregate number of Cykel Shares.
- 14.3 As at the Latest Practicable Date, Cykel has outstanding warrants in respect of in aggregate 59,385,170 Cykel Shares. These warrants are not included in the entire issued share capital or the equity value of Cykel.
- 14.4 The equity value of Mustang's entire issued ordinary share capital has been calculated on the basis of 12,161,966 Mustang Shares, being the number of Mustang Shares in issue as at the last business day prior to the commencement of the Offer Period.
- 14.5 As at the Latest Practicable Date, Mustang has outstanding options and/or warrants in respect of in aggregate 1,886,986 Mustang Shares.
- 14.6 As at the Latest Practicable Date, neither Cykel nor Mustang holds any ordinary shares in treasury.
- 14.7 The enlarged issued ordinary share capital of the Combined Group (being 412,507,529 Mustang Shares) has been calculated on the basis of:
  - (A) 12,161,966 Mustang Shares (as referred to in paragraph 14.4) above);
  - (B) 1,400,000 new Mustang Shares to be issued in settlement of the Druces Fee Shares (as defined in paragraph 9.2.4 of Part 6), the First Sentinel Fee Shares (as defined in paragraph 9.2.5 of Part 6) and the Finder's Fee Shares (as defined in paragraph 9.2.11 of Part 6);
  - (C) 6,840,182 new Mustang Shares to be issued in relation to the Kamran Sattar CLN and the May 2024 CLN (as defined in paragraph 9.2.8 of Part 6); and
  - (D) 392,105,381 New Mustang Shares which would be issued under the terms of the Acquisition, and references in this document to the "entire issued ordinary share capital of the Combined Group" are each based on such number of Mustang Shares including for the purposes of calculating the aggregate holdings of Cykel Shareholders in the entire issued ordinary share capital of the Combined Group following completion of the Acquisition as described in paragraph 14.8 below.

- 14.8 The percentage of the enlarged issued ordinary share capital of the Combined Group that will be owned by Cykel Shareholders following completion of the Acquisition is calculated by dividing the number of New Mustang Shares to be issued pursuant to the terms of the Acquisition referred to in paragraph 14.7 by the enlarged issued share capital of the Combined Group (as set out in paragraph 14.7 above) and multiplying the resulting amount by 100 to produce a percentage.
- 14.9 The percentage of the enlarged issued ordinary share capital of the Combined Group that will be owned by the existing Mustang Shareholders following completion of the Acquisition is calculated by dividing the number that is equal to the enlarged issued share capital of the Combined Group (as set out in paragraph 14.7 above) less the New Mustang Shares to be issued pursuant to the terms of the Acquisition by the enlarged issued share capital of the Combined Group and multiplying the resulting amount by 100 to produce a percentage.
- 14.10 The Closing Price on any particular date is taken from the website of AQSE with respect to Cykel and the Daily Official List with respect to Mustang.
- 14.11 As at the Latest Practicable Date there were 205,183,350 Scheme Shares in issue.
- 14.12 Unless otherwise stated, the financial information relating to Cykel is extracted from the admission document published by Cykel on 24 October 2023, Cykel's interim results to 30 November 2023 and Cykel's interim audited financial information dated 31 December 2023.
- 14.13 Unless otherwise stated, the financial information relating to Mustang is extracted from Mustang's Annual Report & Financial Statements for the period ended 31 December 2023.
- 14.14 Certain figures included in this document have been subject to rounding adjustments.
- 14.15 The International Securities Identification Number (ISIN) of Cykel's ordinary shares is GB00BPTJZN05.
- 14.16 The International Securities Identification Number (ISIN) of Mustang's ordinary shares is GB00BJ9MHH56.

## PART 7: DEFINITIONS

The following definitions apply throughout this document, other than in the Scheme set out in Part 4 (*The Scheme of Arrangement*) of this document and in the notices of the Meetings, unless the context requires otherwise:

“Acquisition”	the proposed acquisition by Mustang of the entire issued, and to be issued, ordinary share capital of Cykel, to be implemented by means of the Scheme (or should Mustang elect (subject to the consent of the Panel) by means of a Takeover Offer) and, where the context requires, any subsequent revision, variation, extension or renewal thereof.
“Admission”	admission of the Mustang Shares and the New Mustang Shares to the standard listing segment of the Official List and to trading on the London Stock Exchange’s Main Market for listed securities.
“Admission Condition”	the Condition set out at paragraph 4 of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document.
“AQSE”	Aquis Stock Exchange.
“Aquis Exchange”	Aquis Exchange PLC, a recognised investment exchange under section 290 of FSMA.
“Aquis Rules”	the AQSE Growth Market Access Rulebook, which sets out the admission requirements and continuing obligations of companies seeking admission to, and whose shares are admitted to trading on, the Access segment of the Aquis Stock Exchange Growth Market.
“Authorisation(s)”	regulatory authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions or approvals, in each case of a Third Party.
“BMN Warrant Instrument”	the warrant instrument executed by Mustang constituting the BMN Warrants, further details of which are set out at paragraph 9.2.6 of Part 6 ( <i>Additional Information</i> ) of this document.
“BMN Warrants”	the 636,986 warrants issued to Bushveld Minerals Limited pursuant to the BMN Warrant Instrument.
“business day”	a day (other than a Saturday, Sunday or public or bank holiday, on which banks are open for general banking business in London, United Kingdom).
“certificated” or “in certificated form”	in relation to a Cykel Share, one which is not in uncertificated form (that is, not in CREST).
“Capital Plus Partners”	Capital Plus Partners Limited of 180 Piccadilly, London, W1J 9HF.
“Closing Price”	the closing price for Cykel Shares taken from the website of AQSE or for Mustang Shares taken from the Daily Official List.
“Combined Group”	the enlarged group following the Scheme becoming Effective, comprising Mustang and Cykel.

“Combined Group Board”	the board of directors of Mustang with effect from the Effective Date.
“Companies Act” or “CA 2006”	the Companies Act 2006, as amended, modified, consolidated, reenacted or replaced from time to time.
“Conditions”	the conditions to the implementation of the Acquisition, as set out in Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document.
“Consideration”	the allotment and issue to the Scheme Shareholders on the register of members of Cykel at the Scheme Record Time of 1.911 New Mustang Shares by Mustang in exchange for each Cykel Share held pursuant to the Scheme.
“Court”	the High Court of Justice in England and Wales.
“Court Meeting”	the meeting or meetings of Scheme Shareholders (or any class or classes thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without modification), including any adjournment, postponement or reconvention thereof.
“Court Order”	the order of the Court sanctioning the Scheme under section 899 of the Companies Act.
“Court Sanction”	the sanction of the Scheme by the Court under section 899 of the Companies Act.
“CREST”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations) for the paperless settlement of trades in securities and the holding of uncertificated securities.
“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time.
“CREST Proxy Instruction”	the proxy appointment or instruction made using the CREST service, properly authenticated in accordance with the specifications of Euroclear and containing the information required by the CREST Manual.
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended.
“Crowdforn”	Crowdforn Ltd.
“Cykel” or the “Company”	Cykel AI PLC.
“Cykel Articles”	Cykel’s articles of association from time to time.
“Cykel Board” or “Cykel Directors”	the directors of Cykel.
“Cykel Shareholder(s)”	holders of Cykel Shares.
“Cykel Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of 0.1 pence each in the capital of Cykel and any further shares which are unconditionally allotted or issued before the Scheme becomes Effective.



“Cykel Warrant Instrument(s)”	the warrant instrument executed by Cykel constituting the Cykel Warrants, further details of which are set out at paragraph 9.1.3 of Part 6 ( <i>Additional Information</i> ) of this document.
“Cykel Warrants”	the warrants to subscribe for 59,385,170 ordinary shares of 0.1 pence each in Cykel, being (i) 48,000,000 warrants exercisable at 1 pence per share until 25 October 2026; and (ii) 11,385,170 warrants exercisable at 3 pence per share until 25 October 2028.
“Daily Official List”	the Daily Official List published by the London Stock Exchange.
“Dealing Disclosure”	an announcement pursuant to Rule 8 of the Takeover Code containing details of dealings in interests in relevant securities of a party to an offer.
“Disclosed”	<p>(A) in respect of the information fairly disclosed by, or on behalf of Cykel: (i) in its audited interim accounts dated 31 December 2023; (ii) in the admission document published by Cykel on 24 October 2023; (iii) in the Mustang Circular published by Mustang on or around the date of this document; (iv) in the Rule 2.7 Announcement; (v) in any other announcement to a Regulatory Information Service by, or on behalf of Cykel before the publication of the Rule 2.7 Announcement; and/or (vi) as otherwise fairly disclosed in writing prior to the Rule 2.7 Announcement Date to Mustang (or its officers, employees, agents or advisers (in their capacity as such)); and</p> <p>(B) in respect of the information fairly disclosed by, or on behalf of Mustang: (i) in Mustang’s Annual Report &amp; Financial Statements for the period ended 31 December 2022; (ii) in Mustang’s Annual Report &amp; Financial Statements for the period ended 31 December 2023; (iii) in the Mustang Circular published by Mustang on or around the date of this document; (iv) in the Rule 2.7 Announcement; (v) in any other announcement to a Regulatory Information Service by, or on behalf of Mustang before the publication of the Rule 2.7 Announcement; and/or (vi) as otherwise fairly disclosed in writing prior to the Rule 2.7 Announcement Date to Cykel (or its officers, employees, agents or advisers (in their capacity as such)).</p>
“Disclosure Guidance and Transparency Rules”	the disclosure guidance and transparency rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time.
“Effective”	<p>in the context of the Acquisition:</p> <p>(A) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or</p>

	(B) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Takeover Code.
“Effective Date”	the date on which the Acquisition becomes Effective.
“Euroclear”	Euroclear UK & International Limited.
“Exchange Ratio”	1.911 New Mustang Shares for each Cykel Share.
“Excluded Shares”	any (i) any Cykel Shares registered in the name of, or beneficially owned by Mustang (if any) at the Scheme Record Time, and (ii) any Cykel Shares held as treasury shares (as defined in section 724(5) of the Companies Act) (if any in either case) at the Scheme Record Time.
“FCA” or “Financial Conduct Authority”	the Financial Conduct Authority of the United Kingdom or its successor from time to time, acting in its capacity as the competent authority for the purposes of Part VI of FSMA.
“FCA Handbook”	the FCA’s handbook of rules and guidance as amended from time to time.
“Forms of Proxy”	the blue Form of Proxy for use at the Court Meeting and the white Form of Proxy for use at the General Meeting (or either of them as the context may require), which accompany this document.
“FSMA”	the Financial Services and Markets Act 2000 (as amended from time to time).
“General Meeting”	the general meeting of Cykel Shareholders to be convened in connection with the Scheme to consider and, if thought fit, to approve the Resolution (with or without amendment), which is expected to be held as soon as the preceding Court Meeting shall have concluded or been adjourned, and including any adjournment, postponement or reconvening thereof.
“HMRC”	His Majesty’s Revenue & Customs.
“holder”	a registered holder and includes any person(s) entitled by transmission.
“Independent Mustang Shareholders”	the Mustang Shareholders, excluding the Mustang Concert Party if the Mustang Concert Party hold any Mustang Shares and Richard Corsie.
“IFRS”	International Financial Reporting Standards.
“Kamran Sattar CLN”	the convertible loan note instrument executed by Mustang on 22 November 2023 pursuant to which Kamran Sattar subscribed for a principal amount of £200,000.
“Latest Practicable Date”	23 May 2024 (being the latest practicable date before the publication of this document).
“London Stock Exchange”	London Stock Exchange plc, together with any successor thereto.

“Long Stop Date”	11.59 pm on 31 December 2024, or such later date as may be agreed in writing by Cykel and Mustang (with the Panel’s consent and as the Court may approve (if such approval is required)).
“Meetings”	the Court Meeting and/or the General Meeting, as the case may be.
“Mustang”	Mustang Energy PLC.
“Mustang Acacia Options”	the options granted to Acacia Resources Limited to subscribe for Mustang Shares, further details of which are set out in paragraph 6.4 of Part 6 ( <i>Additional Information</i> ) of this document.
“Mustang Articles”	the articles of association of Mustang from time to time.
“Mustang Board” or “Mustang Directors”	the directors of Mustang from time to time.
“Mustang Circular”	the circular to be sent by Mustang to Mustang Shareholders in connection with the Acquisition, which will include a notice convening the Mustang General Meeting.
“Mustang Concert Party”	Toro Consulting Ltd (beneficially owned by Jonathan Bixby (a director and the founder of Cykel) and Shannon Wall (Jonathan Bixby’s wife), Nicholas Lyth (a director of Cykel), Jonathan Hives (a director of Cykel), Robert Mayfield (a director of Cykel), Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc. First Sentinel Corporate Finance Ltd, Brian Stockbridge (director of First Sentinel Corporate Finance Ltd), Alpha Capital Group Limited (company controlled by Andrew Blaylock, director of Clear Capital Markets Ltd), AB Trading and Investing Ltd (company owned by Andrew Blaylock, director of Clear Capital Markets Ltd), B Roberts Equity Trading Ltd (company owned by Bob Roberts, director of Clear Capital Markets Ltd), Daniel Pellard (director of Clear Capital Markets Ltd) and Clear Capital Markets Ltd (Broker to Cykel’s admission to the AQSE) who will together hold in aggregate approximately 48.74% of the enlarged issued share capital of Mustang (following the Acquisition).
“Mustang Director Options”	the 1,250,000 options granted by Mustang to the Mustang Directors and to a former director of Mustang, Jacqueline Yee, further details of which are set out in paragraph 5.6 of Part 6 ( <i>Additional Information</i> ) of this document.
“Mustang General Meeting”	the general meeting of Mustang Shareholders expected to be convened for 11 am on 20 June 2024 to consider and, if thought fit, pass, among others, the Mustang Resolutions, including any adjournments thereof.
“Mustang Options”	a total of 1,250,000 options over Mustang Shares granted pursuant to the Mustang Director Options and 1,671,600 options over Mustang Shares granted pursuant to the Mustang Acacia Options.
“Mustang Resolutions”	the shareholder resolutions: <ul style="list-style-type: none"> <li>(A) of Mustang Shareholders to authorise the allotment and issue of New Mustang Shares to Scheme Shareholders (and any other Cykel Shareholders whose Cykel Shares are issued after the Scheme becomes Effective); and</li> </ul>

(B) of the Independent Mustang Shareholders to approve the waiver granted by the Panel of the obligation that would otherwise arise on any member of the Mustang Concert Party to make a general offer to Mustang Shareholders pursuant to Rule 9 of the Takeover Code as a result of the issue to the Mustang Concert Party of the New Mustang Shares;

in each case, proposed to be passed at the Mustang General Meeting to be set out in the notice of the Mustang General Meeting contained in the Mustang Circular.

“Mustang Shareholder Approval Condition”	the Condition set out at paragraph 3 of Part 3 ( <i>Conditions to and Certain Further Terms of the Scheme and the Acquisition</i> ) of this document.
“Mustang Shareholder(s)”	holders of Mustang Shares.
“Mustang Shares”	the issued and fully paid ordinary shares of one penny each in the capital of Mustang and any further shares in the capital of Mustang which are unconditionally allotted or issued before the Scheme becomes Effective.
“Neville Registrars”	the Company’s registrars, Neville Registrars Limited of Neville House, Steelpark Road, Halesowen, B62 8HD.
“New Mustang Shares”	the new Mustang Shares to be issued fully paid to the Scheme Shareholders pursuant to the Scheme (and any other Cykel Shares which are issued after the Scheme becomes Effective).
“Offer Period”	the offer period (as defined by the Takeover Code) relating to Cykel, which commenced on 19 January 2024 and ending on the earlier of: (i) the Effective Date and/or (ii) the date on which the Scheme lapses or is withdrawn (or such other date as the Takeover Code may provide or the Panel may decide).
“Opening Position Disclosure”	has the same meaning as in Rule 8 of the Takeover Code.
“Overseas Shareholders”	holders of Scheme Shares who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom.
“Panel”	the Panel on Takeovers and Acquisitions, or any successor to it.
“Prospectus”	the prospectus issued by Mustang on or around the date of this document in connection with Admission.
“Registrar of Companies”	the registrar of companies in England and Wales.
“Regulatory Information Service”	a regulatory information service as defined in the FCA Handbook.
“Resolution”	the special resolution relating to the Scheme to be proposed at the General Meeting.
“Restricted Jurisdiction”	any jurisdiction where the relevant action would constitute a violation of the relevant laws and regulations of such jurisdiction or would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which Cykel or Mustang regards as unduly onerous.

“Restricted Overseas Shareholders”	Overseas Shareholders who are resident in, ordinarily resident in, or citizens or nationals of, Restricted Jurisdictions or who are nominees of, or custodians or trustees for, residents, citizens or nationals of Restricted Jurisdictions.
“Rule 2.7 Announcement”	the joint announcement made by Cykel and Mustang on 10 May 2024 in relation to the Acquisition.
“Rule 2.7 Announcement Date”	10 May 2024.
“Scheme” or “Scheme of Arrangement”	the proposed scheme of arrangement under Part 26 of the Companies Act between Cykel and Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Cykel and Mustang, to implement the Acquisition of the entire issued and to be issued share capital of Cykel by Mustang, as set out in Part 4 ( <i>The Scheme of Arrangement</i> ) of this document.
“Scheme Effective Time”	the time on the Effective Date at which this Scheme becomes effective in accordance with clause 7 of the Scheme.
“Scheme Record Time”	6.00 pm on the business day immediately prior to the Effective Date, or such later time as Mustang and Cykel may agree.
“Scheme Sanction Hearing”	the hearing of the Court at which the Court Order will be sought.
“Scheme Shareholders”	holders of Scheme Shares at any relevant date or time and a “Scheme Shareholder” shall mean any one of those Scheme Shareholders.
“Scheme Shares”	all Cykel Shares: <ul style="list-style-type: none"> <li>(A) in issue at the date of this document;</li> <li>(B) (if any) issued after the date of this document but before the Voting Record Time; and</li> <li>(C) (if any) issued at or after the Voting Record Time and before the Scheme Record Time on terms that the original or any subsequent holders thereof are bound by the Scheme or in respect of which such holders are, or shall have agreed in writing to be, so bound,</li> </ul> in each case remaining in issue at the Scheme Record Time but excluding the Excluded Shares at any relevant date or time.
“Takeover Code”	the City Code on Takeovers and Acquisitions from time to time issued, amended and interpreted by the Panel.
“Takeover Offer”	subject to the consent of the Panel, should the Acquisition be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Mustang to acquire the entire issued and to be issued share capital of Cykel, other than Excluded Shares and, where the context admits, any subsequent revision, variation, extension or renewal of such Takeover Offer.

“Third Party”	any relevant central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction.
“UK CGT”	has the meaning given in paragraph 14 of Part 2 ( <i>Explanatory Statement</i> ) of this document.
“UK Holders”	has the meaning given in paragraph 14 of Part 2 ( <i>Explanatory Statement</i> ) of this document.
“UK Market Abuse Regulation”	the UK version of the Market Abuse Regulation which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland.
“uncertificated or “in uncertificated form”	in relation to a Cykel Share, one which is recorded on the relevant register as being held in uncertificated form in CREST.
“US” or “United States”	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof.
“VAT”	value added tax and any similar sales or turnover tax.
“Voting Record Time”	6.30 p.m. on the day which is two days (excluding any part of a day that is not a business day) before the date of the Court Meeting or any adjournment of it (as the case may be).

In this document, “subsidiary”, “subsidiary undertaking” and “undertaking” have the respective meanings given to them in the Companies Act.

In this document, all references to:

- (A) times are to London time, unless otherwise stated;
- (B) the singular include the plural and vice versa;
- (C) “Sterling”, “£”, “pence” “penny” and “p” are to the lawful currency of the United Kingdom;
- (D) legislation are to the legislation of England and Wales unless the contrary is indicated;
- (E) any provision of any legislation (including, for these purposes, the Takeover Code) shall include any amendment, modification, re-enactment or extension of it; and
- (F) “includes” shall mean “includes without limitation”, and references to “including” and any other similar term shall be interpreted accordingly.

## PART 8: NOTICE OF COURT MEETING

# CYKEL AI PLC

IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS  
OF ENGLAND AND WALES COMPANIES COURT (ChD)  
CHIEF INSOLVENCY AND COMPANIES COURT JUDGE BRIGGS

CR-2024-000099

IN THE MATTER OF CYKEL AI PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 22 May 2024 made in the above matters, the Court has given permission for a meeting (the "**Court Meeting**") to be convened of the holders of Scheme Shares at the Voting Record Time (each as defined in the scheme of arrangement referred to below) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement (the "**Scheme of Arrangement**") proposed to be made pursuant to Part 26 of the Companies Act 2006 (the "**Act**") between Cykel AI PLC (the "**Company**") and the holders of the Scheme Shares and that the Court Meeting will be held at the offices of Fladgate LLP at 16 Great Queen Street, London, WC2B 5DG at 11.00 am on 20 June 2024 at which place and time all holders of Scheme Shares are able to attend in person or by proxy.

A copy of the Scheme of Arrangement and of the explanatory statement required to be published pursuant to section 897 of the Act are incorporated in the document of which this notice forms part.

Voting on the resolution to approve the Scheme will be by poll, which shall be conducted as the Chair of the Court Meeting may determine.

### **Right to Appoint a Proxy; Procedure for Appointment**

Holders of Scheme Shares entitled to attend and vote at the Court Meeting may attend such meeting in person or they may appoint another person or persons, whether a member of the Company or not, as their proxy or proxies, to exercise all or any of their rights to attend and vote at the Court Meeting, provided that, where more than one proxy is appointed, each proxy is appointed to exercise the rights attached to a different share or shares.

A blue Form of Proxy, for use at the Court Meeting accompanies this notice. Instructions for its use are set out on the form. It is requested that the blue Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy of such power or authority) be returned to Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD, either: (i) by post; or (ii) (during normal business hours only) by hand, to be received no later than 11.00 am on 18 June 2024 or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the adjourned Court Meeting. However, if not so lodged, the blue Form of Proxy (together with any such authority, if applicable) may be completed and handed to the Chair at any time before the start of the Court Meeting. If you require additional Forms of Proxy, please contact Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 am – 5:00 pm, Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice or advice on the merits of the Acquisition (as defined in the document of which this notice forms part) and calls may be recorded and monitored for security and training purposes.



Members who hold their shares in uncertificated form through CREST who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual available at [www.euroclear.com](http://www.euroclear.com). In order for a proxy appointment or instruction made using CREST to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with CREST’s specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Neville Registrars (participant ID 7RA11) by 11.00 am on 18 June 2024 (or if the Court Meeting is adjourned, not less than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the adjourned Court Meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which Neville Registrars are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

Completion and return of a blue Form of Proxy, or the appointment of a proxy or proxies electronically using CREST (or any other procedure described on pages 9 to 11 of the document of which this notice forms part), shall not prevent a holder of Scheme Shares from attending and voting at the Court Meeting, or any adjournment of it, if such Scheme Shareholder wishes and is entitled to do so.

### **Voting Record Time**

Entitlement to attend and vote at the Court Meeting or any adjournment of it and the number of votes which may be cast at the Court Meeting, will be determined by reference to the register of members of the Company at 6:00 pm on 18 June 2024 or, if the Court Meeting is adjourned, 6:00 pm on the date which is two days (excluding any part of a day that is not a business day) before the date fixed for the adjourned Court Meeting. Changes to the register of members after the relevant time shall be disregarded in determining the rights of any person to attend and vote at the Court Meeting.

### **Joint Holders**

In the case of joint holders of Scheme Shares, the vote of the first named holder shown on the register of members of the Company shall be accepted to the exclusion of the votes of the other joint holders.

### **Corporate Representatives**

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a member, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised.

### **Nominated Persons**

Any person to whom this notice is sent and who is a person nominated under section 146 of the Act to enjoy information rights (a “**Nominated Person**”) may, under an agreement between them and the member by whom they are nominated have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting. If a Nominated Person has no such right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights. Nominated Persons are reminded that they should contact the registered holder of their Cykel Shares (and not the Company) in matters relating to the investment of their Cykel Shares.

By the said order, the Court has appointed Jonathan Bixby or, failing him, any other Cykel Director to act as Chair of the Court Meeting and has directed the Chair of the Court Meeting to report the result of the Court Meeting to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 24 May 2024

**Fladgate LLP**  
16 Great Queen Street, London, WC2B 5DG  
*Solicitors for the Company*

## PART 9: NOTICE OF GENERAL MEETING

# CYKEL AI PLC

*(registered in England and Wales with registered number 15088392)*

**NOTICE IS HEREBY GIVEN** that a general meeting of Cykel AI PLC (the “**Company**”) will be held at the offices of Fladgate LLP, 16 Great Queen Street, London, United Kingdom, WC2B 5DG at 11.15 am on 20 June 2024 (or as soon thereafter as the meeting of the holders of Scheme Shares (as defined in the Scheme as referred to in the resolution set out below) convened for 11.00 am on the same day and at the same place, by an order of the High Court of Justice, shall have concluded or been adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as a special resolution:

### **SPECIAL RESOLUTION THAT:**

- A for the purpose of giving effect to the scheme of arrangement dated 24 May 2024 (as amended or supplemented) between the Company and the holders of Scheme Shares (as defined in the scheme of arrangement), a print of which has been produced to this meeting and for the purposes of identification signed by the chair of this meeting, in its original form or subject to such modification, addition or condition as may be agreed between the Company and Mustang Energy PLC (“**Mustang**”) and approved or imposed by the Court (the “**Scheme**”) the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- B with effect from the passing of this resolution, the articles of association of the Company be and are amended by the adoption and inclusion of the following new article 48:

#### “48 **Scheme of Arrangement**

- 48.1 In this article, references to the “**Scheme**” are to the scheme of arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the scheme document dated 24 May 2024 (as amended or supplemented, the “**Scheme Document**”) and as approved by the requisite majority of the holders of the Scheme Shares at the Court Meeting (each term as defined in the Scheme Document) and as may be modified or amended in accordance with its terms, and expressions defined in the Scheme Document (save as defined in this article) shall have the same meanings in this Article.
- 48.2 Notwithstanding either any other provision of these Articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues or transfers out of treasury any shares to any person (other than to Mustang, or any nominee of Mustang) after the adoption of this Article and on or before the Scheme Record Time, such shares shall be issued or transferred subject to the terms of the Scheme (and shall be Scheme Shares for the purposes of the Scheme) and the original or any subsequent holder or holders of such shares (other than Mustang or any nominee) shall be bound by the Scheme accordingly.
- 48.3 Notwithstanding any other provision of these Articles, subject to the Scheme becoming effective, if any shares are issued (or transferred from treasury) to any person (other than to Mustang or any nominee of Mustang) (a “**New Member**”) after the Scheme Record Time (such shares, “**Post-Scheme Shares**”), the Post-Scheme Shares shall, subject to the Scheme becoming effective, be immediately transferred to Mustang (or to such other person as Mustang may direct) in consideration for, and conditional on, the allotment and issue or transfer to the New Member of such number of New Mustang Shares that the New Member would have been entitled to under the Scheme for those

Post-Scheme Shares had they been Scheme Shares (the “**Consideration Shares**”), provided that if, in respect of any New Member who is resident, located or has a registered address in a jurisdiction outside the United Kingdom or whom the Company reasonably believes to be a citizen, resident or national of a jurisdiction outside the United Kingdom, Mustang is advised that the law of that country: (i) precludes the allotment, issue and/or delivery to that New

Member of Consideration Shares; or (ii) precludes the matters referred to in (i) except after compliance by the Company or Mustang (as the case may be) with any governmental or other consent or any registration, filing or other formality with which the Company and/or Mustang is unable to comply or compliance with which the Company and/or Mustang (as the case may be) regards as unduly onerous, then Mustang may, in its sole discretion, determine that such Consideration Shares shall not be allotted, issued and delivered to such New Member, but shall instead be allotted, issued and delivered to a person appointed by Mustang for such New Member on terms that such person shall, as soon as practicable following the allotment and issue of such Consideration Shares, sell the Consideration Shares so issued. In the event that the Consideration Shares are to be so sold, the Company shall appoint a person to act, and who shall be authorised, as attorney or agent for the New Member pursuant to this article and such person shall be authorised on behalf of such New Member to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the New Member and to give such instructions and to do all other things which they may consider necessary or expedient in connection with such sale. The net proceeds of such sale (after deduction of all expenses and commissions, together with any value added tax thereon, incurred in connection with the sale, including any tax or foreign exchange conversion fees payable on the proceeds of sale) shall be paid to the persons entitled thereto in due proportion as soon as practicable following such sale.

- 48.4 The Consideration Shares allotted and issued or transferred to a New Member pursuant to this Article 48 shall be credited as fully paid and shall rank *pari passu* in all respects with the Mustang shares in issue at that time (other than as regards any dividends or other distributions payable by reference to a record date preceding the date of allotment or transfer).
- 48.5 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Scheme Effective Time, the number of Consideration Shares to be allotted and issued or transferred to a New Member per Post-Scheme Share to be paid under Article 48.4 above shall be adjusted by the Board in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be fair and reasonable to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly.
- 48.6 No fraction of a Consideration Share shall be allotted, issued or transferred to any New Member pursuant to this Article. Instead, any fraction of a Consideration Share to which any New Member would otherwise have become entitled shall be disregarded.
- 48.7 To give effect to any transfer of Post-Scheme Shares required by this Article, the Company may appoint any person as attorney and/or agent for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to transfer the Post-Scheme Shares to Mustang (or such other person as Mustang directs), to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of Mustang (or such other person as Mustang otherwise directs) and do all such other things and execute and deliver all such documents as may in the opinion of the attorney and/or agent be necessary or desirable to vest the Post-Scheme Shares in Mustang (or such other person as Mustang otherwise directs) and, pending such vesting, to exercise all such rights attaching to the Post-Scheme Shares as Mustang may direct. If an attorney and/or agent is so appointed, the New Member or any subsequent holder or any nominee of such New Member or any such subsequent holder shall not thereafter (except to the extent that the attorney and/or agent fails to act in accordance with the directions of Mustang) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by Mustang. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of Mustang, or any nominee of any of them. The Company may give a good receipt for the consideration for the Post-Scheme Shares and may register Mustang (or such other person as Mustang otherwise directs) as holder of the Post-Scheme Shares and issue to it certificates for the same. The Company shall not be obliged to

issue a certificate to the New Member or any subsequent holder or any nominee of such New Member or any such subsequent holder for any Post-Scheme Shares.

48.8 If the Scheme shall not have become effective by the date referred to in sub-clause 7.2 of the Scheme (or such later date, if any, as Mustang and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this Article 216 shall cease to be of any effect.

48.9 Notwithstanding any other provision of these Articles, but subject to the terms set out in this Article 48, neither the Company nor the Directors shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Scheme Effective Time other than to Mustang or its nominee(s) pursuant to the Scheme.”

*By order of the board of directors of the Company*

**Nicholas Lyth**  
*Company Secretary*

24 May 2024

*Registered office:*

16 Great Queen Street, London,  
United Kingdom, WC2B 5DG

### **Notes to the notice of General Meeting**

The following notes explain your general rights as a shareholder and your rights to attend and vote at the General Meeting or to appoint someone else to vote on your behalf.

1. A copy of this notice of General Meeting, and other information required by section 311A of the Companies Act 2006, can be found on the Company's website: [www.cykel.ai](http://www.cykel.ai).
2. Only those persons entered on the register of members of the Company (the "**Register**") as at 6:00 pm on 18 June 2024 or, if the General Meeting is adjourned, 6:00 pm on the date which is two days (excluding any part of a day that is not a business day) before the date fixed for the adjourned General Meeting (the "**Specified Time**") shall be entitled to attend or vote at the General Meeting (either in person or by proxy under the arrangements described in these notes) in respect of the number of shares in the capital of the Company registered in their names at that time. Changes to entries on the Register for certificated or uncertificated shares of the Company after the Specified Time shall be disregarded in determining the rights of any person to attend or vote at the General Meeting.
3. Any member of the Company is entitled to appoint one or more proxies to exercise all or any of their rights to attend the General Meeting and vote on their behalf at the General Meeting. A proxy need not be a member of the Company but must attend the General Meeting for the member's vote to be counted. Appointing a proxy does not prevent a member from attending and voting in person under the arrangements set out in these notes if they are entitled to do so and so wish.
4. A white Form of Proxy for use by members in connection with the General Meeting accompanies this notice. Proxies may be appointed by completing a white Form of Proxy and returning it in accordance with note 6 below. Details of how to appoint a proxy are set out in the notes to the white Form of Proxy. CREST members may appoint proxies using the CREST electronic proxy appointment service (see note 7 below).
5. A member may appoint more than one proxy in relation to the General Meeting, provided that each proxy is appointed to exercise the rights attaching to a different share or shares held by the member. To do this a member must complete a separate white Form of Proxy for each proxy. Additional white Forms of Proxy can be obtained by calling Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 am – 5:00 pm, Monday to Friday excluding public holidays in England and Wales. A member appointing more than one proxy should indicate on the relevant white Forms of Proxy the number of shares for which each proxy is authorised to act on their behalf.
6. To be valid any white Forms of Proxy must be completed and received by hand or by post at the Company's registrars, Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD, not less than 48 hours (excluding any part of a day that is not a business day) before the time of the General Meeting or any adjournment of it. The deadline for receipt of proxy appointments also applies in relation to amended instructions. Any power of attorney or any other authority under which the white Form of Proxy is signed (or a certified copy of such authority) must be included with the white Form of Proxy. A member must inform the Company's registrars, Neville Registrars, in writing of any termination of the authority of a proxy.
7. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the General Meeting and any adjournment of it by using the procedures described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). CREST personal members or other CREST sponsored members, and

those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

For a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with CREST specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by Neville Registrars (participant ID 7RA11) by the latest time(s) for receipt of proxy appointments specified in the notice of General Meeting, being no later than 48 hours (excluding any part of a day that is not a business day) before the time fixed for the General Meeting (or any adjournment of it). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

8. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
9. In the case of a joint shareholding, the vote of the first named holder shown on the register of members shall be accepted to the exclusion of the votes of the other joint holders.
10. If two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting, the one which is last received (regardless of its date or the date of its signature) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.
11. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at their discretion.
12. A member of the Company which is a corporation can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided that they do not do so in relation to the same shares provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised.
13. Any person to whom this notice of General Meeting is sent and who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "**Nominated Person**") may, under an agreement between them and the member by whom they were nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights. The statement of the rights of members in relation to the appointment of proxies in notes 3 to 7 above does not apply to Nominated Persons. The rights described in those notes can only be exercised by members of the Company. Nominated Persons are reminded that they should contact the registered holder of their shares (and not the Company) in matters relating to the investment of their shares.
14. Unless the context requires otherwise, terms defined in Part 7 (*Definitions*) of the scheme document dated 24 May 2024, of which this Notice of General Meeting forms part, shall apply to these guidance notes.
15. As at 23 May 2024 (being the latest practicable date before the publication of this notice of General Meeting), the Company's issued share capital consists of 205,183,350 ordinary shares of 0.1 pence nominal value. Each ordinary share carries the right to one vote at a General Meeting of the Company. There were no shares held in treasury. Therefore, the total number of voting rights in the Company as at 23 May 2024 (being the latest practicable date before the publication of this notice of General Meeting) is 205,183,350.
16. You may not use any electronic address provided either in this Notice of General Meeting or any related documents (including the white Form of Proxy) to communicate with the Company for any purposes other than those expressly.

