

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART II OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT. THIS DOCUMENT CONTAINS A PROPOSAL WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE ADMISSION OF THE ACCROL SHARES TO TRADING ON AIM, THE MARKET OF THAT NAME OPERATED BY THE LONDON STOCK EXCHANGE.**

The release, publication or distribution of this document and/or any accompanying documents (in whole or in part) in or into jurisdictions other than the United Kingdom may be restricted by the laws 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 of any such jurisdiction. To the fullest extent permitted by law, Accrol and Navigator disclaim any responsibility or liability for the violation of such restrictions by such persons.

**If you are in any doubt about the Offer, the contents of this document or 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 (as amended), if you are in the United Kingdom. If you are in a territory outside of the United Kingdom, you should immediately consult an appropriately authorised independent financial adviser.**

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## **RECOMMENDED CASH OFFER**

for

## **ACCROL GROUP HOLDINGS PLC**

by

## **NAVIGATOR PAPER UK LIMITED**

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

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**This document and the information incorporated by reference into this document, 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 Accrol in Part I (*Letter from the Executive Chairman of Accrol*) of this document, which contains the unanimous recommendation of the Accrol Directors that you vote in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting. A letter from Stifel explaining the Scheme appears in Part II (*Explanatory Statement*) of this document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.**

**It is important that Scheme Shareholders use their votes so that the Court can be satisfied that there is a fair and reasonable representation of their views.**

If you have sold or otherwise transferred all of your Accrol Shares, please send this document (but not the accompanying personalised Forms of Proxy) 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, distributed or transmitted, directly or indirectly, 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 only part of your holding of Accrol Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise been transferred Accrol Shares, notwithstanding receipt of this document from the transferor, you should contact Accrol's registrar, Link Group, to obtain personalised Forms of Proxy.

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 or a prospectus equivalent document.

**The action to be taken by Accrol Shareholders is set out in the section headed “ACTION TO BE TAKEN” beginning on page 8 of this document. The BLUE Form of Proxy is to be used in connection with the Court Meeting and the WHITE Form of Proxy is to be used in connection with the General Meeting. Voting in respect of each Meeting will be conducted on a poll and Accrol Shareholders are asked to complete, sign and return the enclosed Forms of Proxy in accordance with the instructions printed thereon as soon as possible but, in any event, so as to be received by Accrol’s registrar, Link Group, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the relevant Meeting (or in the case of an adjournment, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned meeting). For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the Forms of Proxy. As an alternative to completing and returning the printed Forms of Proxy, a proxy (but not multiple proxies) may alternatively be appointed electronically by logging on to the following website: <https://www.signalshares.com> and following the on-screen instructions. If you have not already registered, you will need your Investor Code to do so – this can be found printed on the Forms of Proxy. Accrol Shareholders who hold Accrol Shares in uncertificated form (that is, in CREST) may also appoint a proxy through the CREST electronic proxy appointment service by following the instructions set out on page 10 of this document. If the BLUE Form of Proxy for the Court Meeting is not lodged by the relevant time, a copy of the completed and signed BLUE Form of Proxy may be handed to the chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and it will still be valid. However, in the case of the General Meeting, if the WHITE Form of Proxy is not lodged by the relevant time, 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 or to appoint a proxy through the CREST electronic proxy appointment service or online, please contact Accrol’s registrar, Link Group, by telephone on +44 (0) 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m. Monday to Friday, excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

No person has been authorised to give any information or make any representations other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by Accrol, the Accrol Directors, Navigator UK, the Navigator UK Directors, Navigator, the Navigator Directors, Stifel, Zeus or Rothschild & Co or any other person involved in the Offer. Neither the delivery of this document nor holding the Meetings, the Court Sanction Hearing, or the filing of the Court Order with the Registrar of Companies shall, under any circumstances, create any implication that there has been no change in the affairs of the Accrol Group or the Navigator Group since the date of this document or that the information in, or incorporated into, this document is correct as at any time subsequent to its date.

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

## IMPORTANT NOTICES

### Disclaimers

Rothschild & Co, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for the Wider Navigator Group and no one else in connection with the matters described in this document and will not regard any other person as its client, nor will it be responsible to anyone other than the Wider Navigator Group for providing the protections afforded to clients of Rothschild & Co, nor for providing advice in relation to the contents of, or matters referred to in, this document. Neither Rothschild & Co nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect or consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with the matters referred to in this document, or otherwise. No representation or warranty, express or implied, is made by Rothschild & Co as to the contents of this document.

Stifel, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as Rule 3 adviser and lead financial adviser for Accrol and for no one else in connection with the matters described in this document and will not regard any other person as its client, nor will it be responsible to anyone other than Accrol for providing the protections afforded to clients of Stifel, nor for providing advice in relation to the contents of, or matters referred to in, this document. Neither Stifel nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect or consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Stifel in connection with the matters referred to in this document, or otherwise. No representation or warranty, express or implied, is made by Stifel as to the contents of this document.

Zeus, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as joint financial adviser and nominated adviser for Accrol and for no one else in connection with the matters described in this document and will not regard any other person as its client, nor will it be responsible to anyone other than Accrol for providing the protections afforded to clients of Zeus, nor for providing advice in relation to the contents of, or matters referred to in, this document. Neither Zeus nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect or consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Zeus in connection with the matters referred to in this document, or otherwise. No representation or warranty, express or implied, is made by Zeus as to the contents of this document.

### Overseas jurisdictions

This document has been prepared in accordance with, and for the purposes of complying with, English law, the Takeover Code and the AIM Rules, 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 of England.

The release, publication or distribution of this document in, into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe any applicable requirements.

The availability of the Offer to Accrol Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizen. Persons who are not resident in the United Kingdom should inform themselves of and observe any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their Accrol Shares with respect to the Scheme at the Meetings, or to execute and deliver Forms of Proxy (or other proxy instructions) appointing another to attend, speak and vote at the Meetings on their behalf, 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 Offer disclaim any responsibility or liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders will be contained in this document.

Unless otherwise determined by Navigator UK or required by the Takeover Code, and permitted by applicable law and regulation, the Offer will not be made available, in whole or in part, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction and no person may vote in favour of the Offer by any such 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. Copies of this document and any formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Offer. If the Offer is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or 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 and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.

The Offer will be subject to English law and the jurisdiction of the Court, and the applicable requirements of the Takeover Code, the Panel, the FCA, the London Stock Exchange (including pursuant to the AIM Rules) and the Registrar of Companies.

### **Notice to US investors in Accrol**

The Offer relates to the shares of an English company with a quotation on AIM and is being made by means of a scheme of arrangement provided for under English company law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Offer is subject to the disclosure requirements and practices applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of United States tender offer and proxy solicitation rules.

Neither the United States Securities and Exchange Commission, nor any securities commission of any state of the United States, has approved or disapproved the Offer, or passed comment upon the adequacy or completeness of any of the information contained in this document. Any representation to the contrary may be a criminal offence in the United States.

If, in the future, Navigator UK exercises the right, with the consent of the Panel (where necessary), to implement the Offer by way of a Takeover Offer and determines to extend the offer into the United States, the Offer will be made in compliance with applicable United States laws and regulations, including Sections 14(d) and 14(e) of the US Exchange Act and Regulation 14D and 14E thereunder. Such a Takeover Offer would be made in the United States by Navigator UK and no one else.

Financial information included in this document (or, if the Offer is implemented by way of a Takeover Offer, the Offer Document) has been or will have been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The receipt of cash pursuant to the Offer by a US holder of Accrol Shares as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Accrol Shareholder is therefore urged to consult with independent legal, tax and financial advisers in connection with making a decision regarding the Offer.

It may be difficult for US holders of Accrol Shares to enforce their rights and any claim arising out of the US federal laws in connection with the Offer, since Navigator UK and Accrol are located in, and organised under the laws of, a non-US jurisdiction, and some or all of their officers and directors may be residents of a non-US jurisdiction. US holders of Accrol Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's jurisdiction or judgement.

In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Navigator UK, certain affiliated companies and their nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Accrol Shares outside of the US, other than pursuant to the Offer, until the date on which the Offer and/or Scheme becomes Effective, 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. Any information about such purchases will be disclosed as required in the UK, will be reported to the Regulatory News Service of the London Stock Exchange and will be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com).

### **Forward-looking statements**

This document (including information incorporated by reference into this document), statements made regarding the Offer, and other information to be published by Navigator UK, Navigator and/or Accrol, contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and not based on historical facts, but rather on current expectations and projections of the management of Navigator UK, Navigator and/or Accrol about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this document include statements with respect to the financial condition, results of operations and business of Accrol and certain plans and objectives of Navigator UK and/or Navigator with respect thereto and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the fact that they do not relate only to historical or current facts and may use words such as "anticipate", "target", "expect", "estimate", "forecast", "intend", "plan", "budget", "scheduled", "goal", "believe", "hope", "aims", "continue", "will", "may", "should", "would", "could", or other words of similar meaning. These statements are based on assumptions and assessments made by Accrol and/or Navigator UK and/or Navigator in light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve known and unknown risk and uncertainty and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such, because they relate to events and depend on circumstances that will occur in the future. Although Navigator UK and/or Navigator and/or Accrol believe that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and you are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this document. Neither Navigator UK nor Navigator nor Accrol assumes any obligation to update or correct the information contained in this document (whether as a result of new information, future events or otherwise), except as required by applicable law.

There are a number of factors which could cause actual results and developments to differ materially from those expressed or implied in forward-looking statements. Among the factors that could cause actual results to differ materially from those described in the forward-looking statements include, but are not limited to: the ability to complete the Offer; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of other Conditions on the proposed terms; changes in the global, political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or dispositions; changes in general and economic business conditions; changes in the behaviour of other market participants; the anticipated benefits of the Offer not being realised as a result of changes in general economic and market conditions in the countries in which Navigator UK, Navigator and/or Accrol operate; weak, volatile or illiquid capital and/or credit markets; changes in the degree of competition in the geographic and business areas in which Navigator UK, Navigator and/or Accrol operate; and changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves 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. Neither Navigator UK nor Navigator nor Accrol, nor

any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in their announcement will actually occur. Given the risks and uncertainties, you are cautioned not to place any reliance on these forward-looking statements.

Other than in accordance with their legal or regulatory obligations, neither Navigator UK nor Navigator nor Accrol is under any obligation, and Navigator UK, Navigator and Accrol expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### **Profit forecasts, profit estimates or quantified benefits statements**

The Accrol Profit Forecast is an ordinary course profit forecast for the purposes of Rule 28.1 of the Takeover Code. The Accrol Profit Forecast, the assumptions and basis of preparation on which it is based and the Accrol Directors' confirmation, as required by Rule 28.1(c)(i) of the Takeover Code, are set out in Part X (*Accrol Profit Forecast*) of this document.

Save as referred to above, no statement in this document is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this document should be interpreted to mean that earnings or earnings per share for Accrol for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Accrol.

### **Dealing disclosure and opening position requirements**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in one per cent. 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) of the Takeover Code applies must be made by no later than 3.30 p.m. on the 10th business day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. 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 prior to 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 one per cent. or more of any class of relevant securities of the 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 of the Takeover Code. A Dealing Disclosure by a person to whom Rule 8.3(b) of the Takeover Code applies must be made by no later than 3.30 p.m. 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 of the Takeover Code.

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 of the Takeover Code).

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)20 7638 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 figures that precede them.

### **Publication on website**

In accordance with Rule 26.1 of the Takeover Code, a copy of this document and the documents required to be published under Rule 26 of the Takeover Code, will be made available free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Accrol's website at <https://www.accrol.co.uk/investors/recommended-offer-for-accrol-group-holdings-plc/> and Navigator's website at <https://www.thenavigatorcompany.com/Investidores/Recommended-cash-offer-for-accrol-group-holdings-plc> by no later than 12 noon on the first Business Day following the date of this document. For the avoidance of doubt, neither the contents of these websites nor the contents of any websites accessible from any hyperlinks are incorporated into or form part of this document save as specified in paragraphs 1 and 2 of Part V (*Financial Information*) of this document.

### **Requesting hard copies**

In accordance with Rule 30.3 of the Takeover Code, Accrol Shareholders, persons with information rights and the Accrol Share Scheme Participants may request a hard copy of this document by contacting Accrol's registrar, Link Group, by (i) submitting a request in writing to: Link Group, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL; or (ii) calling +44 (0) 371 664 0321. Calls are charged at the standard geographical rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. Phone lines are open between 9.00 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales). Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

### **Scheme process**

In accordance with Rule 5 of Appendix 7 to the Takeover Code, Accrol will announce through a Regulatory Information Service key events in the Scheme process including the outcomes of the Meetings and the Court Sanction Hearing.

Unless otherwise consented to by the Court and the Panel, any modification or revision to the Scheme will be made no later than the date which is 14 days prior to the Meetings (or any later date to which such Meetings are adjourned).

### **Electronic communications**

Please be aware that addresses, electronic addresses and certain other information provided by Accrol Shareholders, persons with information rights and other relevant persons for the receipt of communications from Accrol may be provided to Navigator UK during the Offer Period as required under Section 4 of Appendix 4 to the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.

This document is dated 17 April 2024.

## ACTION TO BE TAKEN

THE ACCROL DIRECTORS, WHO HAVE BEEN SO ADVISED BY STIFEL AS TO THE FINANCIAL TERMS OF THE OFFER, CONSIDER THE TERMS OF THE OFFER TO BE FAIR AND REASONABLE. IN PROVIDING THEIR ADVICE TO THE ACCROL DIRECTORS, STIFEL HAS TAKEN INTO ACCOUNT THE COMMERCIAL ASSESSMENTS OF THE ACCROL DIRECTORS. STIFEL IS PROVIDING INDEPENDENT FINANCIAL ADVICE TO THE ACCROL DIRECTORS UNDER RULE 3 OF THE TAKEOVER CODE.

ACCORDINGLY, IN ORDER TO IMPLEMENT THE OFFER, THE ACCROL DIRECTORS RECOMMEND UNANIMOUSLY THAT YOU VOTE, OR PROCURE THE VOTE, IN FAVOUR OF THE SCHEME AT THE COURT MEETING AND IN FAVOUR OF THE RESOLUTION TO BE PROPOSED AT THE GENERAL MEETING, AS THE ACCROL DIRECTORS WHO ARE INTERESTED IN ACCROL SHARES HAVE IRREVOCABLY UNDERTAKEN TO DO IN RESPECT OF THEIR OWN INTERESTS (OR TO PROCURE IN RESPECT OF THE INTERESTS OF THEIR CONNECTED PERSONS) IN ACCROL SHARES, AND THAT YOU TAKE THE ACTION DESCRIBED BELOW.

This section should be read in conjunction with the rest of this document and, in particular, the section headed “**Actions to be taken by Accrol Shareholders**” set out in paragraph 16 of Part II (*Explanatory Statement*) on pages 37 to 39 (inclusive) of this document and the notices of the Court Meeting and the General Meeting at the end of this document set out in Part VIII (*Notice of Court Meeting*) and Part IX (*Notice of General Meeting*) of this document, respectively.

### 1. The documents

Please check that you have received the following:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 15 May 2024;
- a WHITE Form of Proxy for use in respect of the General Meeting on 15 May 2024; and
- 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 an Accrol Shareholder and you have not received all of these documents, please contact the shareholder helpline on the number indicated in paragraph 5 of this section below.

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

**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 SCHEME SHAREHOLDERS’ OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY OR APPOINT A PROXY ONLINE OR THROUGH THE CREST ELECTRONIC PROXY APPOINTMENT SERVICE (AS APPROPRIATE) AS SOON AS POSSIBLE.**

The Scheme will require approval at a meeting of the Scheme Shareholders convened pursuant to an order of the Court (the “**Court Meeting**”) to be held at the offices of Addleshaw Goddard LLP at One St Peter’s Square, Manchester, M2 3DE at 11.00 a.m. on 15 May 2024. Implementation of the Scheme will also require, amongst other things, the passing of the Resolution by Accrol Shareholders at the General Meeting to be held at the same venue at 11.15 a.m. on the same date (or as soon as reasonably practicable thereafter as the Court Meeting shall have been concluded or adjourned). Notices of the Court Meeting and the General Meeting are set out in Part VIII (*Notice of Court Meeting*) and Part IX (*Notice of General Meeting*) of this document, respectively.

Scheme Shareholders entitled to attend, speak and vote at the Court Meeting are entitled to appoint a proxy (or proxies) to exercise all or any of their rights to attend, speak and vote at the Court Meeting. A proxy need not be a Scheme Shareholder.



Accrol Shareholders entitled to attend, speak and vote at the General Meeting are entitled to appoint a proxy (or proxies) to exercise all or any of their rights to attend, speak and vote at the General Meeting. A proxy need not be an Accrol Shareholder.

Scheme Shareholders and Accrol Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting as soon as possible, using any of the applicable methods (by post, by hand, online or through CREST) set out below. Scheme Shareholders and Accrol Shareholders are also strongly encouraged to appoint the chairman of the relevant Meeting as their proxy for each Meeting. The chairman of the relevant Meeting may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of the relevant Meeting. Any other person appointed as proxy will be able to attend, speak and vote at the Court Meeting and the General Meeting (as applicable).

Scheme Shareholders and Accrol Shareholders are required to cast or amend proxy voting instructions in respect of the relevant Meeting no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the relevant Meeting (or in the case of any adjournment, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned meeting).

The completion and return of a Form of Proxy, by post or by hand (or the appointment of a proxy appointment or voting instruction online, through CREST or by any other procedure described in this document) will not prevent you from attending, voting and speaking at either the Court Meeting or the General Meeting, or any adjournment thereof, if you are entitled to and wish to do so.

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

You should:

- A. complete, sign and return the BLUE Form of Proxy for use at the Court Meeting so as to be **received no later than 11.00 a.m. on 13 May 2024**; and
- B. complete, sign and return the WHITE Form of Proxy for use at the General Meeting so as to be **received no later than 11.15 a.m. on 13 May 2024**,

or, in the case of an adjourned meeting, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for such adjourned meeting.

The Forms of Proxy may be returned by post to, or, during normal business hours only, by hand to the reception desk of, Accrol's registrar, Link Group, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL. For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the Forms of Proxy.

If the BLUE Form of Proxy for the Court Meeting is not returned by the above time, a copy of the completed and signed BLUE Form of Proxy may be handed to the chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and it will still be valid. However, in the case of the General Meeting, if the WHITE Form of Proxy is not returned so as to be received by the time mentioned above and in accordance with the instructions on the Form of Proxy it will be invalid.

Scheme Shareholders and Accrol Shareholders are entitled to appoint a proxy in respect of some or all of their Accrol Shares and may also appoint more than one proxy by using multiple paper Forms of Proxy or appointing multiple proxies through CREST as described in paragraph 2.2 below (but not, for the avoidance of doubt, by means of an online proxy appointment as described in paragraph 2.3 below), provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Scheme Shareholders and Accrol Shareholders who wish to appoint more than one proxy in respect of their holding of Accrol Shares should contact Link Group for further Forms of Proxy. Alternatively, you may photocopy the enclosed Form(s) of Proxy.

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

CREST members who wish to appoint a proxy or proxies for the Meetings (or any adjournment thereof) through the CREST electronic proxy appointment service 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 by means of CREST to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions as described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). 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 Link Group (participant ID: RA10) no later than 11.00 a.m. on 13 May 2024 in the case of the Court Meeting and no later than 11.15 a.m. on 13 May 2024 in the case of the General Meeting (or, in the case of an adjourned meeting, no later than 48 hours before the time and date set for the adjourned 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 Link Group 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 provider(s), 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 provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Accrol may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

## 2.3 **Online appointment of proxies**

As an alternative to completing and returning the printed Forms of Proxy, a proxy (but not multiple proxies) may alternatively be appointed electronically by logging on to the following website: <https://www.signalshares.com> and following the on-screen instructions. If you have not already registered you will need your Investor Code to do so, this can be found printed on the Forms of Proxy. For an electronic proxy appointment to be valid, the appointment must be received by Link Group no later than 11.00 a.m. on 13 May 2024 in respect of the BLUE Form of Proxy for the Court Meeting and no later than 11.15 a.m. on 13 May 2024 in respect of the WHITE Form of Proxy for the General Meeting (or in the case of adjournment(s), no later than 48 hours before the time and date set for the adjourned meeting(s)).

## 3. **Results of the Meetings**

The results of the Court Meeting and the General Meeting will be announced through a Regulatory Information Service and also published on Accrol’s website at <https://www.accrol.co.uk/investors/recommended-offer-for-accrol-group-holdings-plc/> once the votes have been counted and verified.

## 4. **Accrol Share Schemes**

Accrol Share Scheme Participants should refer to paragraph 6 of Part II (*Explanatory Statement*) of this document to understand the effect of the Scheme on their rights under the Accrol Share Schemes.

## **5. 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 through the CREST electronic proxy appointment service or online, please contact Accrol's registrar, Link Group, by telephone on +44 (0) 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m. Monday to Friday, excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable sets out expected dates for the implementation of the Scheme.

<b>Event</b>	<b>Time and/or date (2024)</b>
Publication of this document	17 April
<b>Latest time for lodging Forms of Proxy for the:</b>	
Court Meeting (BLUE Form of Proxy)	11.00 a.m. on 13 May <sup>(1)</sup>
General Meeting (WHITE Form of Proxy)	11.15 a.m. on 13 May <sup>(2)</sup>
Voting Record Time for the Court Meeting and the General Meeting	6.00 p.m. on 13 May <sup>(3)</sup>
<b>Court Meeting</b>	11.00 a.m. on 15 May
<b>General Meeting</b>	11.15 a.m. on 15 May <sup>(4)</sup>
<b>The following dates are indicative only and are subject to change <sup>(5)</sup></b>	
Court Sanction Hearing	22 May
Last day of dealings in, and for registration of transfers of, and disablement in CREST of, Accrol Shares	23 May
Scheme Record Time	6.00 p.m. on 23 May
Dealings in Accrol Shares suspended	at or around 7.30 a.m. on 24 May
<b>Effective Date of the Scheme</b>	24 May <sup>(6)</sup>
Cancellation of admission of Accrol Shares to trading on AIM	by no later than 8.00 a.m. on 28 May
Latest date for despatch of cheques and crediting of CREST for Consideration due under the Scheme	7 June
Long Stop Date	30 June <sup>(7)</sup>

**Notes:**

- (1) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the Court Meeting. A copy of a completed and signed BLUE Form of Proxy not so lodged may be handed to the chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and will still be valid.
- (2) WHITE Forms of Proxy for the General Meeting must be lodged no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the General Meeting. WHITE Forms of Proxy for the General Meeting not lodged by this time will be invalid.
- (3) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned Meeting will be 6.00 p.m. on the date falling two Business Days before the date of the adjourned Meeting.
- (4) The General Meeting will commence at 11.15 a.m. or as soon thereafter as the Court Meeting shall have concluded or been adjourned.
- (5) These dates and times 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) a copy of the Court Order is delivered to the Registrar of Companies for registration.

- (6) 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 for registration. This is presently expected to occur on the second Business Day following the date of the Court Sanction Hearing, subject to satisfaction or (where capable of waiver) waiver of the Conditions.
- (7) This is the latest date by which the Scheme may become Effective unless Navigator UK and Accrol agree (and the Panel and, if required, the Court permit) a later date or if the Panel requires an extension to the Long Stop Date pending final determination of an issue under section 3(g) of Appendix 7 to the Takeover Code.
- (8) All references in this document to times are to London time unless otherwise stated.
- (9) The dates and times given are indicative only and are based on Accrol's and Navigator UK's current expectations and may be subject to change. If any of the expected times and/or dates above change (a) the revised times and/or dates will be notified to Accrol Shareholders by announcement through a Regulatory Information Service, with such announcement being made available on Accrol's website at <https://www.accrol.co.uk/investors/recommended-offer-for-accrol-group-holdings-plc/> and on Navigator's website at <https://www.thenavigatorcompany.com/Investidores/Recommended-cash-offer-for-accrol-group-holdings-plc> and (b) if required by the Panel, Accrol will send notice of the change(s) to Accrol Shareholders and, for information only to Accrol Share Scheme Participants.

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## PART I

### LETTER FROM THE EXECUTIVE CHAIRMAN OF ACCROL



(Incorporated in England and Wales with registered number 09019496)

Directors:

Dan Wright (*Executive Chairman*)  
Gareth Jenkins (*Chief Executive Officer*)  
Christopher Welsh (*Chief Financial Officer*)  
Euan Hamilton (*Non-Executive Director*)  
Simon Allport (*Non-Executive Director*)

Registered Office:

Accrol Group Holdings plc  
Delta Building  
Roman Road  
Blackburn  
Lancashire  
BB1 2LD

17 April 2024

To Accrol Shareholders and, for information only, to Accrol Share Scheme Participants

Dear Shareholder,

#### **RECOMMENDED CASH OFFER FOR ACCROL GROUP HOLDINGS PLC BY NAVIGATOR PAPER UK LIMITED (AN INDIRECT WHOLLY OWNED SUBSIDIARY OF THE NAVIGATOR COMPANY, S.A.)**

##### **1. Introduction**

On 22 March 2024, the boards of directors of Navigator UK and Accrol announced that they had reached agreement on the terms and conditions of a recommended all-cash offer by Navigator UK for the entire issued and to be issued ordinary share capital of Accrol.

I am writing to you today to explain the background to the Offer and the reasons why the Accrol Directors consider the terms of the Offer to be fair and reasonable and are unanimously recommending that Scheme Shareholders vote, or procure votes, in favour of the Scheme at the Court Meeting and that Accrol Shareholders vote in favour of the Resolution to be proposed at the General Meeting. In addition, paragraphs 4 and 7 of this letter set out, respectively, Navigator UK's reasons for making the Offer and its intentions with regard to the management, employees, research and development and locations of business of Accrol. I also draw your attention to the letter from Stifel set out in Part II (*Explanatory Statement*) of this document which gives details about the Offer and the Scheme and to the additional information set out in Part VI (*Additional Information*) of this document.

In order to approve the terms of the Offer, Scheme Shareholders will need to vote in favour of the Scheme at the Court Meeting to be held on 15 May 2024 at 11.00 a.m. and Accrol Shareholders will need to pass the Resolution to be proposed at the General Meeting (which is also to be held on 15 May 2024 at 11.15 a.m. or as soon thereafter as the Court Meeting concludes or is adjourned), in each case by the requisite majority. Details of the actions you are asked to take are set out on pages 8 to 11 (inclusive) and in paragraph 16 of Part II (*Explanatory Statement*) of this document. The recommendation of the Accrol Directors is set out in paragraph 17 of this letter.

**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 Scheme Shareholders' opinion. You are therefore strongly urged to complete, sign and return your Forms of Proxy or appoint a proxy online or through the CREST electronic proxy appointment service (as appropriate) as soon as possible.**

**Further details of the Scheme and the Meetings are set out in paragraphs 7 and 8 of Part II (*Explanatory Statement*) of this document and the terms of the Scheme are set out in full in Part IV (*The Scheme of Arrangement*) of this document.**

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

Under the terms of the Offer, which is subject to the Conditions and certain further terms set out in Part III (*Conditions to the implementation of the Scheme and to the Offer*) of this document, Accrol Shareholders will be entitled to receive:

### **38 pence in cash for each Accrol Share**

The Offer values the entire issued and to be issued share capital of Accrol at approximately £127.5 million and implies an enterprise value of approximately £184.8 million and a multiple of approximately:

- 11.9x using Accrol FY2023A adjusted EBITDA of £15.6 million; and
- 9.9x using Accrol LTM (last twelve months) adjusted EBITDA of £18.7 million for the period ended 31 October 2023.

The Offer represents a premium of approximately 47 per cent. to the average EV/LTM EBITDA multiple of 6.7x for publicly traded companies across private label tissue, private label hygiene and other UK companies that focus on private label products.

The Offer represents a premium of approximately:

- 11.8 per cent. to the Closing Price of 34.0 pence per Accrol Share on 21 March 2024 (being the last Business Day before the commencement of the Offer Period);
- 28.7 per cent. to the Volume Weighted Average Price per Accrol Share during the 6-month period ended on 21 March 2024; and
- 23.2 per cent. to the Volume Weighted Average Price per Accrol Share during the 12-month period ended on 21 March 2024.

The Accrol Shares will be acquired by Navigator UK fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third-party rights or interests whatsoever and together with all rights existing at the date of this document or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the Effective Date in respect of the Accrol Shares.

When the Accrol Directors reviewed the Offer in the context of the multiples observed in the private label sector (in tissue, hygiene and other in UK & Ireland) for publicly traded companies and comparable precedent transactions, they believe the Offer represents an attractive premium and full value for the business.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attend and/or vote at the Court Meeting and/or the General Meeting. Further details of the Scheme, including the arrangements for settlement of the Consideration, are set out in the Explanatory Statement contained in Part II (*Explanatory Statement*) of this document.

## **3. Information on Navigator UK and Navigator**

### *Navigator UK*

Navigator UK is an English private limited company which is indirectly wholly owned by Navigator.

### *Navigator*

Navigator is a publicly traded company with its head office at Mitrena, 2901-861 Setúbal, and it is listed on Euronext Lisbon. Navigator is an integrated producer of forest, pulp, paper, tissue, sustainable



packaging solutions, and bioenergy. In the financial year ended 31 December 2023 Navigator reported consolidated revenues of €1,953 million and consolidated EBITDA of €502 million.

Navigator is the European leader (excluding Russia) and is ranked 7th worldwide for its capacity in the production of fine printing and writing paper (UWF), processing more than 1.6 million tonnes of paper per year. Furthermore, Navigator is Europe's largest producer of Bleached Eucalyptus Kraft Pulp (BEKP) producing circa 1.6 million tonnes per year, and is the largest eucalyptus forest producer and manager in Portugal, with circa 100,000 hectares of forest under management.

Navigator has an investor free float of circa 30 per cent. of equity. The remaining circa 70 per cent. of Navigator's issued share capital is held by Sociedade de Investimento e Gestão S.G.P.S., S.A ("SEMAPA") which is also listed on Euronext Lisbon with a market capitalisation of approximately €1.23 billion, as at the Last Practicable Date. SEMAPA is a leading Portuguese investment holding company with presence in four continents and approximately 6,440 employees across its group (as at 30 June 2023). Its portfolio includes companies with a long history and international projection (such as Navigator and The Secil Group), as well as growth companies (such as ETSA – Investimentos SGPS S.A., Ultimate Technology to Industrial Savings, S.A., and Triangle's Cycling Equipments). In the financial year ended 31 December 2022, SEMAPA reported consolidated revenues of €3,122 million and consolidated EBITDA of €894.2 million.

SEMAPA has an investor free float of circa 16.8 per cent. and is jointly controlled by Filipa Queiroz Pereira, Mafalda Queiroz Pereira and Lua Queiroz Pereira through their direct and indirect holdings in, Target One Capital, SA, Keytarget Investment Consultoria e investimentos S.A., Premium Caeli S.A., Sodim SGPS S.A. and Cimo – Gestão de Participacoes S.A..

#### **4. Background to and reasons for the Offer**

In 2014 Navigator made the strategic decision to enter the tissue market, based on a business model comprising: (i) the production of tissue paper parent reels on a large industrial scale with direct integration of pulp into tissue production; (ii) converting facilities located in Navigator's core consumer markets of Western Europe and the UK; and (iii) serving both "At Home" and "Away from Home" client segments.

In 2015, it acquired AMS Star Paper, which currently has the capacity to produce around 60,000 tons per annum of high-quality tissue paper and corresponding converting capacity.

In 2018, it invested in a large-scale, greenfield tissue paper production plant at its industrial complex located in the Aveiro district, Portugal, which it integrated with its pulp mill and which now has tissue paper capacity of 70,000 tons per year and 55,000 tons of converting capacity.

In 2023, it acquired the tissue consumer business of Spanish Gomà-Camps group as well as its industrial site located in the region of Zaragoza, which has a tissue paper production capacity of 35,000 tons and 55,000 tons of tissue converting capacity.

Navigator now has a total production capacity of 165,000 tons of tissue paper and 180,000 tonnes of tissue converting capacity per year generating approximately €293 million of annual revenue in 2023.

Navigator began discussions with Accrol in Q3 2023 and sees the Accrol Group as a key pillar in its strategy of sustained expansion of its tissue business in the Western European market:

- Navigator believes the Offer presents a compelling opportunity to enter the UK market through the acquisition of a leading UK independent tissue converter, with competitive advantages, complementary values and strong alignment to Navigator.
- Accrol has a leading position in the UK consumer private label market segment, holding valuable commercial relationships with relevant tissue clients.
- Accrol has a professional and knowledgeable workforce, which Navigator values highly, and well invested manufacturing facilities which Navigator plans to retain as fully operational going forward.

Navigator's strategy is one of long-term value creation:

- It will focus on building on Accrol's market position as a trusted reference player in the UK tissue private label market and supporting its growth across all its core product segments.
- It expects Accrol to benefit from Navigator's expertise and experience in operating similar tissue operations, helping to drive efficiency and productivity, as well as benefitting from Navigator's additional balance sheet capacity and access to capital, which provide the ability to support future growth.
- Combining Accrol's industrial sites, personnel, and client commercial relationships into the Navigator Group has the potential to enhance its performance for the benefit of customers, employees and stakeholders.

The acquisition of Accrol will reinforce Navigator's market position in the Western European tissue market. Navigator anticipates this would result in a consolidated turnover of approximately £500 million, with the UK market expected to contribute around 50 per cent. of Navigator's total tissue turnover.

## **5. Background to and reasons for the Accrol Directors' recommendation**

Since its initial public offering in 2016 and subsequent Strategic Review (as defined below), Accrol has demonstrated a track record of delivering on its growth strategy through organic growth, product expansion, cost optimisation and an effective acquisition strategy to become a leading converter and supplier of tissue-based products and wet wipes to many of the UK's leading discounters and retailers across the UK.

Accrol has been able to grow, gaining market share largely at the expense of the branded product offering by adapting its product portfolio in order to supply high quality products at a competitive price advantage when compared to the major branded providers. The growth of the large European discounters in the UK retail market has provided further opportunity for Accrol to continue to gain market share.

The UK is (and has been) a net importer of jumbo tissue paper reels. In the last decade, some of Accrol's competitors have invested in circa. 190kt of annual domestic production, mainly to supply their own converting operations in order to increase their level of integration and competitiveness. Accrol started its major growth path (5 years ago) through a series of capital investments in converting capacity and automation, to win market share from branded tissue suppliers as the market moved towards private label through the expansion of discount retailers (Aldi, Lidl, etc). However, the supply dynamics in the UK are set to change. Multiple European and Turkish tissue suppliers have indicated and commenced investments to expand their operations in the UK by investing in brand new, state-of-the-art tissue making and converting facilities in the coming years (circa. 500kt of tissue paper reels). It is anticipated that this will make the UK market significantly more competitive and has the potential to disrupt volume growth and margin stability as new entrants seek to establish a foothold in market share.

Whilst the management team maintain confidence that Accrol could thrive as an independent business, they are also of the view that the balance of risk and reward has shifted due to the significant inward investment into the UK market and that Navigator's Offer fairly and reasonably represents the future financial prospects of the business.

Accrol conducted a detailed and in-depth strategic review in 2022 (concluding in January 2023) ("**Strategic Review**"), where the primary conclusions were to address the imperative to integrate paper production and develop market and product strategies to further expand market presence. The imperative to integrate the paper production element of the supply chain continues to grow. Volatility in input costs is exacerbated as a converting-only business and customer perception with regard to the benefits of vertical integration continues to harden. It is evident that integration with an established producer would both reduce the financial and operational risks of commissioning production as well as accelerate the business' strategy in terms of market and product development.

In order to offer greater security over its supply chain and margin stability, the management team has developed a business plan to invest in vertical integration via the development of a new tissue mill facility. The debt profile of Accrol throughout this period will naturally increase significantly which potentially creates competing priorities around capital allocation for shareholders with differing strategic priorities, as well as heightened costs of borrowing currently prevalent in the market. Such a development does also carry notable execution, commissioning and operational risks which require careful consideration. In addition, some of the announced tissue mill plans by fully integrated independent groups also now include their own power plant investments to offer greater stability over margin following volatility in the energy market in the recent past. Such power plant investments can deliver notably lower energy costs but require significant additional investment which would stretch the Accrol balance sheet further as well as adding further operational and construction complexity.

As part of the Strategic Review, the business held discussions with a considerable number of strategic and financial market participants. Some of these discussions continued in the period after the Strategic Review up until recently, given the imperatives to develop production and market-penetration plans.

Discussions with Navigator regarding a more comprehensive partnership commenced in Q3 2023, as an alternative to independent integration. In part, this reflected a subsidiary conclusion of the Strategic Review in respect of the current management and shareholders' concerns regarding the scale of investment, the corresponding risks of over-leveraging the business ahead of the earnings accretion from developing the tissue mill investment and a general preference for liquidity. These concerns have led to the management team being open to alternative solutions as a means to enhancing growth and achieving its strategic objectives.

Whilst Accrol continues to be well positioned for continued success as an independent listed entity, the market is and will continue to change rapidly with significant pricing pressure for a non-integrated business. Therefore the Accrol Directors strongly believe that the Offer fairly reflects the strength of the business today and its future prospects, providing shareholders with an opportunity to realise their investment in Accrol, in cash, at an attractive price and a favourable acquisition multiple.

When the Accrol Directors reviewed the multiple of 11.9x EV/FY2023A EBITDA and 9.9x EV/LTM EBITDA to a sample of its closest publicly traded peers, the Offer represents a premium of approximately 47 per cent. to the average EV/LTM EBITDA multiple of 6.7x for publicly traded companies across private label tissue, private label hygiene and other UK companies that focus on private label products. Also when looking at comparable transaction multiples in this sector in the last decade, the Offer represents an attractive premium.

In considering the financial terms of the Offer, the Accrol Directors have taken into account a number of factors, including:

- The goodwill and trusted relationship generated by Accrol with the largest UK retailers can be further enhanced by having an owner that is vertically integrated into the manufacturing of tissue and that has existing established relationships with retailers in continental Europe, particularly in the Iberian Peninsula.
- As stated, the vertical integration into the manufacturing of tissue paper is part of the core future strategic objectives identified by the Accrol Directors. These objectives include margin improvement potential, limited margin volatility and security of tissue supply. In order to achieve this, the Accrol Directors believe that building a brand new tissue mill is required. The construction of such a mill however does include several financial, commissioning and operational risks that cannot be ignored by Accrol Directors. Furthermore, Accrol will be required to raise additional debt financing for the investment. These risks are eliminated by the Offer and the integrated model of Navigator in the manufacturing of paper and tissue.
- The Offer represents an attractive EV/EBITDA multiple:
  - 11.9x using Accrol FY2023A adjusted EBITDA of £15.6 million; and
  - 9.9x using Accrol LTM (last twelve months) adjusted EBITDA of £18.7 million for the period ended 31 October 2023.

- As stated above, the Accrol Directors have looked at the tissue sector Accrol and Navigator operate in when assessing the Offer. Taking into account relevant acquisitions and publicly listed private label companies, the Offer represents an attractive premium and full value for the business.
- The Offer represents a premium of:
  - 11.8 per cent. to the Closing Price per Accrol Share of 34.0 pence on 21 March 2024 (being the last Business Day before the commencement of the Offer Period);
  - 28.7 per cent. to the Volume Weighted Average Price per Accrol Share of 29.5 pence for the 6-month period ended on 21 March 2024; and
  - 23.2 per cent. to the Volume Weighted Average Price per Accrol Share of 30.8 pence for the 12-month period ended on 21 March 2024.

As a result, after careful consideration of the value and deliverability of the Offer, the Accrol Directors believe that the Offer represents a compelling proposition for Accrol Shareholders to accelerate and de-risk the potential future value creation, and to realise an immediate and certain cash exit for their investment at a premium to the prevailing share price. Fundamentally, remaining as a public company presents real execution risks via vertical integration in a significantly more competitive market given recent and planned investments from competitors. As referred to above, the management team has held multiple meetings with industrial players, and similarly with financial sponsors, over the course of the last 12 months to find the most appropriate partner for the business and the one who would offer best value. The management team have concluded that Navigator's Offer represents the best option to accelerate growth and provide greater certainty of Accrol's long-term success, and is therefore the best outcome for Accrol Shareholders.

In addition, the Accrol Directors have also spent considerable time reviewing Navigator's intentions regarding the conduct of Accrol under their ownership, including the potential impact of Navigator's ownership on the interests of its other stakeholders including Accrol's employees, and are confident that Navigator will protect stakeholder interests appropriately.

## **6. Irrevocable undertakings**

Navigator UK has received irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, if Navigator UK exercises its right to implement the Offer by way of a Takeover Offer, to accept such offer) from all of the Accrol Directors who hold Accrol Shares in respect of their (and their connected persons') interests in Accrol Shares, amounting, in aggregate, to 17,124,230 Accrol Shares (representing, in aggregate, approximately 5.4 per cent. of the issued share capital of Accrol as at the Last Practicable Date).

In addition to the irrevocable undertakings from certain Accrol Directors, Navigator UK has also received an irrevocable undertaking to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, if Navigator UK exercises its right to implement the Offer by way of a Takeover Offer, to accept such offer) from Lombard Odier Asset Management (Europe) Limited in respect of 91,403,124 Accrol Shares, representing approximately 28.7 per cent. of the issued share capital of Accrol as at the Last Practicable Date.

Accordingly, Navigator UK has received irrevocable undertakings to vote, or procure the voting, in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of a total of 108,527,354 Accrol Shares, representing, in aggregate, approximately 34 per cent. of the total issued share capital of Accrol as at the Last Practicable Date.

Further details of these irrevocable undertakings are set out in paragraph 10 of Part VI (*Additional Information*) of this document.

## 7. Navigator's intentions for the Accrol Group

### *Strategic plans for Accrol*

Navigator has a high regard for Accrol's business and intends to support and nurture the business under its proposed ownership, with Accrol benefiting from the capabilities, scale, network and resources of Navigator.

Navigator's intention is for Accrol to operate as part of the Wider Navigator Group. The acquisition will enable Navigator to enhance its proposition as Europe's leading tissue business.

Prior to the Announcement Date, Navigator was granted access to certain due diligence information and Accrol's senior management in order to undertake confirmatory due diligence. Consequently, Navigator has not yet had access to sufficiently granular information to allow it to formulate a detailed operational plan regarding the integration of Accrol into the Navigator Group. Following the Effective Date and in the first six months of ownership, Navigator intends to work closely and collaboratively with Accrol's management to undertake an in-depth evaluation of the business and operations of Accrol. While the parameters of the review have not yet been finalised, Navigator expects that it will involve an evaluation of business expansion opportunities, development of ideas for enhancing the Enlarged Navigator Group's proposition and identification of potential areas of overlap in the Enlarged Navigator Group's portfolio of business (the "**Review**").

### *Directors, management and employees*

Navigator values the skills and experience of Accrol's management and employees and believes that they will benefit from enhanced opportunities under the ownership of Navigator, given its broader activities and capabilities.

Navigator confirms that, following the Effective Date, the existing contractual and statutory employment rights of all of Accrol Group's management and employees (other than the Executive Chairman, the Chief Executive Officer and the Chief Financial Officer) will be fully safeguarded in accordance with applicable law. As further described in paragraph 7.2 of Part VI (*Additional Information*) of this document, Dan Wright, Gareth Jenkins and Christopher Welsh have foregone their contractual entitlements to severance pay in order to facilitate the Offer. Navigator has not yet begun to carry out the Review and accordingly has, other than as set out below, not reached any conclusions or formulated any specific intentions as to its likely outcome or made any decisions in relation to any detailed actions that may be taken as a result of the Review. Navigator therefore cannot be certain what impact there will be on the employment of, and the balance of skills and functions of, or terms and conditions of employment of, the management and employees of the Enlarged Navigator Group. However, Navigator has no intention to make any material change to the conditions of employment of Accrol's employees or in the balance of the skills and functions of the employees and management of Accrol.

There may be certain overlapping functions associated with Accrol's status as a publicly traded company which may no longer be required following the Effective Date.

Any reduction in headcount is not expected to be material in the context of the Accrol Group, and will be focused on the above areas. Any such reductions would also be subject to appropriate consultation with employees and employee representative bodies in accordance with applicable law.

It is intended that, with effect from the Offer becoming Effective, each member of the Accrol Board will resign from his office as a director of Accrol. In addition, each of the executive directors has entered into a settlement agreement, setting out the terms upon which his employment with the Accrol Group will terminate, such termination to take effect from the Offer becoming Effective. Further details of these settlement agreements and the non-executive directors' resignation letters are set out in paragraphs 7.2 and 7.4 of Part VI (*Additional Information*) of this document.

### *Pension Schemes*

Accrol does not operate or contribute to any defined benefit pension schemes in respect of its employees. It does, however, operate certain defined contribution pension schemes. Navigator does not intend to make any changes to the eligibility rules or contribution rates that currently apply under Accrol's defined contribution pension plans. Navigator confirms that it will comply with all applicable laws in connection with the provision of retirement benefits.

### *Management incentivisation arrangements*

Navigator has not entered into and has not discussed any form of incentivisation arrangements with members of Accrol's management and will not have any such discussions prior to the Effective Date. Upon the Effective Date, Navigator intends to review Accrol's incentivisation arrangements and consider putting in place in due course appropriate arrangements for Accrol's management consistent with Navigator's existing incentive schemes.

### *Locations of business, fixed assets, headquarters and research and development*

Following the Effective Date, Navigator intends that Accrol will operate within the Wider Navigator Group. Navigator does not intend to change the location of Accrol's core tissue manufacturing facilities in Leicester, Blackburn and Leyland or its headquarters. Save as described above in relation to the removal of overlapping functions relating to Accrol's status as a publicly traded company, the headquarters functions will remain unchanged. Navigator has no intention to redeploy the fixed assets of Accrol or to make any changes to the R&D functions of Accrol.

### *Trading facilities*

The Accrol Shares are currently admitted to trading on AIM. Subject to the Offer becoming Effective, an application will be made to the London Stock Exchange to cancel the admission of the Accrol Shares to trading on AIM, following which Accrol will be re-registered as a private limited company.

No statements in this paragraph 7 are "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

## **8. Accrol Share Schemes**

The Offer will affect participants in the Accrol Share Schemes. Accrol Share Scheme Participants should refer to paragraph 6 of Part II (*Explanatory Statement*) of this document to understand the effect of the Scheme on their rights under the Accrol Share Schemes.

## **9. Warrants**

Pursuant to the Warrant Instrument, the Warrant Holder has a right to subscribe for 2,790,361 Accrol Shares at the subscription price of £1.00 per Accrol Share ("**Warrants**"). Since all outstanding Warrants have an exercise price which is greater than the Consideration per Accrol Share, no formal proposals will be made to the Warrant Holder in respect of its Warrants under Rule 15 of the Takeover Code. Furthermore, the Warrant Holder has, pursuant to a deed of waiver dated 4 April 2024, irrevocably agreed to waive its right in full to exercise the Warrants upon the Offer becoming Effective ("**Warrant Waiver**").

## **10. Dividends**

If, on or after the Announcement Date and on, or prior to, the Effective Date any dividend, distribution or other return of capital or value is announced, declared, made or paid by Accrol or becomes payable by Accrol in respect of the Accrol Shares, Navigator UK reserves the right to reduce the Consideration payable for the Accrol Shares pursuant to the Offer by an amount up to the amount of such dividend, distribution or other return of capital or value. In such circumstances, Accrol Shareholders would be entitled to receive and retain any such dividend, distribution or other return of capital or value. If Navigator UK exercises its rights described above, any reference in this document to the Consideration payable under the terms of the Offer will be deemed to be a reference to the Consideration as so

reduced. Any exercise by Navigator UK of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme.

#### **11. Current trading and prospects**

As announced on 30 January 2024, Accrol is on track to deliver FY24 revenue of circa £205 million and adjusted EBITDA in line with Accrol Board's expectations of at least £21 million. This statement is an ordinary course profit forecast for the purposes of Rule 28.1 of the Takeover Code. This document includes at Part X (*Accrol Profit Forecast*) the relevant disclosures required by Rule 28.1(c)(i) of the Takeover Code.

#### **12. Overseas Shareholders**

Overseas Shareholders should refer to paragraph 15 of Part II (*Explanatory Statement*) of this document, which contains important information relevant to such holders.

#### **13. United Kingdom taxation**

Your attention is drawn to paragraph 14 of Part II (*Explanatory Statement*) of this document headed "United Kingdom taxation". Although this document contains certain tax-related information, it is intended only as a general guide and does not constitute tax advice. Accordingly, if you are in any doubt about your own tax position or you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

#### **14. Actions to be taken by Accrol Shareholders**

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Accrol Shareholders in respect of the Scheme are set out on pages 8 to 11 (inclusive) and in paragraph 16 of Part II (*Explanatory Statement*) of this document.

#### **15. Further information**

**You are advised to read the whole of this document and not just rely on the summary information contained in this letter or in Part II (*Explanatory Statement*) of this document.**

Your attention is drawn in particular to the further information contained in Part II (*Explanatory Statement*), Part III (*Conditions to the implementation of the Scheme and to the Offer*), Part IV (*The Scheme of Arrangement*) and Part VI (*Additional Information*) and the notices of the Meetings set out in Part VIII (*Notice of Court Meeting*) and Part IX (*Notice of General Meeting*) of this document, which provide further details concerning the Scheme.

A copy of this document (and all information incorporated into this document by reference to another source), as well as all the documents required to be published by Rule 26 of the Takeover Code, are and will be available, subject to certain restrictions relating to Restricted Jurisdictions, for inspection on Accrol's website at <https://www.accrol.co.uk/investors/recommended-offer-for-accrol-group-holdings-plc/>.

#### **16. The effect of the Scheme on the Accrol Directors' interests**

The names of the Accrol Directors and details of their interests in relevant Accrol securities are set out in Part VI (*Additional Information*) of this document. Scheme Shares held by the Accrol Directors at the Scheme Record Time will be subject to the Scheme.

Details of the irrevocable undertakings provided by the Accrol Directors are set out in paragraph 10 of Part VI (*Additional Information*) of this document.

Particulars of the service contracts (including termination provisions) and letters of appointment of the Accrol Directors are set out in paragraphs 7.1 and 7.3 of Part VI (*Additional Information*) of this document. The executive directors of Accrol (being the Executive Chairman, Chief Executive Officer

and Chief Financial Officer) have entered into settlement agreements dated 22 March 2024 with Accrol Papers Limited (as varied on 17 April 2024), which, conditional upon the Offer becoming Effective, terminates their employment by, and directorships of, Accrol Group companies with immediate effect without notice, pay or benefits. Under these agreements, the executive directors have foregone their entitlement to their contractual termination notice payment, benefits and accrued bonus for that period. Further details of these settlement agreements are set out in paragraph 7.2 of Part VI (*Additional Information*) of this document.

The effect of the Scheme on the interests of Accrol Directors does not differ from its effect on the like interests of any other Scheme Shareholder.

## **17. Recommendation**

The Accrol Directors, who have been so advised by Stifel as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing its advice to the Accrol Directors, Stifel has taken into account the commercial assessments of the Accrol Directors. Stifel is providing independent financial advice to the Accrol Directors for the purposes of Rule 3 of the Takeover Code.

**Accordingly, the Accrol Directors recommend unanimously that Scheme Shareholders vote in favour (or procure votes in favour) of the Scheme at the Court Meeting and that Accrol Shareholders vote in favour (or procure votes in favour) of the Resolution to be proposed at the General Meeting, as the Accrol Directors who hold Accrol Shares have irrevocably undertaken to do (or procure to be done) in respect of their own (and their connected persons') interests in Accrol Shares, amounting, in aggregate to 17,124,230 Accrol Shares (representing, in aggregate, approximately 5.4 per cent. of the total issued share capital of Accrol as at the Last Practicable Date), as more fully described in paragraph 10 of Part VI (*Additional information*) of this document.**

Yours faithfully,

Dan Wright  
Executive Chairman  
Accrol Group Holdings plc



## PART II

### EXPLANATORY STATEMENT

*(In compliance with section 897 of the Companies Act 2006)*

STIFEL

Stifel Nicolaus Europe Limited  
4th Floor  
150 Cheapside  
London  
EC2V 6ET

17 April 2024

*To Accrol Shareholders and, for information only, to Accrol Share Scheme Participants*

Dear Shareholder,

#### **RECOMMENDED CASH OFFER FOR ACCROL GROUP HOLDINGS PLC BY NAVIGATOR PAPER UK LIMITED (AN INDIRECT WHOLLY OWNED SUBSIDIARY OF THE NAVIGATOR COMPANY, S.A.)**

##### **1. Introduction**

On 22 March 2024, the boards of directors of Navigator UK and Accrol announced that they had reached agreement on the terms and conditions of a recommended all-cash offer by Navigator UK for the entire issued and to be issued ordinary share capital of Accrol. The Offer is to be implemented by means of a Court sanctioned scheme of arrangement under Part 26 of the Companies Act. The Scheme requires, amongst other things, the approval of the Scheme Shareholders and the sanction of the Court.

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

**The Accrol Directors, who have been so advised by Stifel as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing their advice to the Accrol Directors, Stifel has taken into account the commercial assessments of the Accrol Directors. Stifel is providing independent financial advice to the Accrol Directors for the purposes of Rule 3 of the Takeover Code.**

**Accordingly, the Accrol Directors recommend unanimously that the Scheme Shareholders vote in favour (or procure votes in favour) of the Scheme at the Court Meeting and that Accrol Shareholders vote in favour (or procure votes in favour) of the Resolution to be proposed at the General Meeting, as the Accrol Directors who hold Accrol Shares have irrevocably undertaken to do (or procure to be done) in respect of their own (and their connected persons') interests in Accrol Shares.**

We have been authorised by the Accrol Directors to write to you to explain the terms of the Offer and the Scheme 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 IV (*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 I (*Letter from the Executive Chairman of Accrol*), the Conditions and certain further terms set out in Part III (*Conditions to the implementation of the Scheme and to the Offer*) and the additional information set out in Part VI (*Additional Information*) of this document.

## 2. Summary of the terms of the Offer

Under the terms of the Offer, which is subject to the Conditions and certain further terms set out in Part III (*Conditions to the implementation of the Scheme and to the Offer*) of this document, Accrol Shareholders will be entitled to receive:

### 38 pence in cash for each Accrol Share

The Offer values the entire issued and to be issued share capital of Accrol at approximately £127.5 million and implies an enterprise value of approximately £184.8 million and a multiple of approximately:

- 11.9x using Accrol FY2023A adjusted EBITDA of £15.6 million; and
- 9.9x using Accrol LTM (last twelve months) adjusted EBITDA of £18.7 million for the period ended 31 October 2023.

The Offer represents a premium of approximately 47 per cent. to the average EV/LTM EBITDA multiple of 6.7x for publicly traded companies across private label tissue, private label hygiene and other UK companies that focus on private label products.

The Offer represents a premium of approximately:

- 11.8 per cent. to the Closing Price of 34.0 pence per Accrol Share on 21 March 2024 (being the last Business Day before the commencement of the Offer Period);
- 28.7 per cent. to the Volume Weighted Average Price per Accrol Share during the 6-month period ended on 21 March 2024; and
- 23.2 per cent. to the Volume Weighted Average Price per Accrol Share during the 12-month period ended on 21 March 2024.

The Accrol Shares will be acquired by Navigator UK fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third-party rights or interests whatsoever and together with all rights existing at the date of this document or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the Effective Date in respect of the Accrol Shares.

If the Scheme becomes Effective, it will be binding on all Accrol Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting, and irrespective of whether or not they voted in favour of, or against, or abstained from voting on the Scheme at the Court meeting or the Resolution to be proposed at the General Meeting.

## 3. Information on Navigator UK and Navigator

### *Navigator UK*

Navigator UK is an English private limited company which is indirectly wholly owned by Navigator.

### *Navigator*

Navigator is a publicly traded company with its head office in Mitrena, 2901-861 Setúbal, and it is listed on Euronext Lisbon. Navigator is an integrated producer of forest, pulp, paper, tissue, sustainable packaging solutions, and bioenergy. In the financial year ended 31 December 2023 Navigator reported consolidated revenues of €1,953 million and consolidated EBITDA of €502 million.

Navigator is the European leader (excluding Russia) and is ranked 7th worldwide for its capacity in the production of fine printing and writing paper (UWF), processing more than 1.6 million tonnes of paper per year. Furthermore, Navigator is Europe's largest producer of Bleached Eucalyptus Kraft Pulp (BEKP) producing circa 1.6 million tonnes per year, and is the largest eucalyptus forest producer and manager in Portugal, with circa 100,000 hectares of forest under management.

Navigator has an investor free float of circa 30 per cent. of equity. The remaining circa 70 per cent. of Navigator's issued share capital is held by Sociedade de Investimento e Gestão S.G.P.S., S.A ("SEMAPA") which is also listed on Euronext Lisbon with a market capitalisation of approximately €1.23 billion, as at the Last Practicable Date. SEMAPA is a leading Portuguese investment holding company with presence in four continents and approximately 6,440 employees across its group (as at 30 June 2023). Its portfolio includes companies with a long history and international projection (such as Navigator and The Secil Group), as well as growth companies (such as ETSA – Investimentos SGPS S.A., Ultimate Technology to Industrial Savings, S.A., and Triangle's Cycling Equipments). In the financial year ended 31 December 2022, SEMAPA reported consolidated revenues of €3,122 million and consolidated EBITDA of €894.2 million.

SEMAPA has an investor free float of circa, 16.8 per cent. and is jointly controlled by Filipa Queiroz Pereira, Mafalda Queiroz Pereira and Lua Queiroz Pereira through their direct and indirect holdings in, Target One Capital, SA, Keytarget Investment Consultoria e investimentos S.A., Premium Caeli S.A., Sodim SGPS S.A. and Cimo – Gestão de Participacoes S.A..

#### **4. Information on Accrol**

Accrol is admitted to trading on AIM and its registered head office is located in Blackburn, UK.

Accrol is a leading tissue converter and supplier of toilet tissues, kitchen rolls, facial tissues and wet wipes to many of the UK leading discounters and grocery retailers. Accrol now operates from five manufacturing sites supplying the UK tissue and wet wipes market valued at circa £3.0 billion (in retail sales value).

Accrol's mission is to deliver the best possible value to the UK consumer on essential everyday tissue, household and personal hygiene products, shaking up traditional brands by delivering the quality the consumer wants for the price they want to pay.

Accrol employs approximately 420 people and has net debt of approximately £57.4 million as at 31 October 2023.

As announced on 30 January 2024, Accrol is on track to deliver FY24 revenue circa £205 million and adjusted EBITDA in line with the Accrol Board's expectations of at least £21 million. This statement is an ordinary course profit forecast for the purposes of Rule 28.1 of the Takeover Code. This document includes at Part X (*Accrol Profit Forecast*) the relevant disclosures required by Rule 28.1(c)(i) of the Takeover Code.

#### **5. Financing of the Offer**

The Consideration payable by Navigator UK pursuant to the Offer will be funded from existing cash resources available to Navigator and transferred to Navigator UK pursuant to an inter-company loan.

Rothschild & Co, as financial adviser to the Wider Navigator Group, is satisfied that sufficient resources are available to Navigator UK to enable it to satisfy in full the Consideration payable to Accrol Shareholders under the terms of the Offer.

#### **6. Accrol Share Schemes**

Accrol Share Scheme Participants will be contacted separately on or around the date of this document regarding the effect of the Offer on their rights under the Accrol Share Schemes and, where applicable, will be provided with details of the appropriate proposals being made by Navigator UK in accordance with Rule 15 of the Takeover Code (the "**Share Scheme Letters**").

A summary of the effect of the Offer on the rights of Accrol Share Scheme Participants and the proposals being made by Navigator UK is set out below. In the event of any conflict between the summary set out below and the rules of the relevant Accrol Share Scheme and/or the Share Scheme Letters and/or the proposed amendments to the Accrol Articles as described below, the rules of the relevant Accrol Share Scheme or the Share Scheme Letters or the amendments to the Accrol Articles, if approved at the General Meeting (as the case may be), will prevail.

Subject to the proposed amendments to the Accrol Articles, as described below, being approved at the General Meeting, the Scheme will apply to any Accrol Shares which are unconditionally allotted, issued or transferred to satisfy the exercise of options under the Accrol Share Schemes on or after the passing of the Resolution and before the Scheme Record Time.

It is proposed that the Accrol Articles will be amended by a Resolution at the General Meeting to incorporate provisions requiring any Accrol Shares issued at or after the Scheme Record Time (other than to Navigator UK and/or its nominees) to be automatically transferred to Navigator UK on the same terms as under the Offer (other than terms as to timings and formalities). This means that any Accrol Shares issued on or after the Scheme Record Time to satisfy the exercise of options under the Accrol Share Schemes will (subject to the Offer becoming Effective), immediately following their issuance, be transferred to Navigator UK (and/or such other nominee(s) of Navigator UK as it may determine) in exchange for the same consideration per Accrol Share as Scheme Shareholders were entitled to receive under the Offer. Further information in respect of the proposed amendments to the Accrol Articles is contained in paragraph 9 of this Part II (*Explanatory Statement*) and in the Notice of General Meeting in Part IX (*Notice of General Meeting*) of this document.

#### *Accrol Group Holdings Long-Term Incentive Plan 2021*

To the extent not already exercisable, all options granted under the Accrol LTIP (“**LTIP Options**”) will, in consequence of the Offer and in accordance with the rules of the Accrol LTIP, vest and become exercisable with effect from the Court’s sanction of the Scheme. All LTIP Options will, if not exercised, lapse one month after the date on which the Court sanctions the Scheme (unless they lapse earlier on their terms).

In accordance with the rules of the Accrol LTIP, the Accrol Remuneration Committee has determined that LTIP Options will vest and become exercisable in full in connection with the Offer.

Under the appropriate proposal set out in the Share Scheme Letter relating to the Accrol LTIP, Accrol Share Scheme Participants are invited to exercise their LTIP Options to the greatest extent possible conditional on the Scheme being sanctioned by the Court.

If an Accrol Share Scheme Participant exercises their LTIP Option in accordance with the proposal, Accrol Shares will be issued prior to the Scheme Record Time to satisfy the LTIP Option exercise and will be acquired by Navigator UK pursuant to the Scheme.

If an Accrol Share Scheme Participant exercises their LTIP Option other than in accordance with the proposal but before it lapses, Accrol Shares will be issued after the Scheme Record Time to satisfy the LTIP Option exercise and will be acquired automatically by Navigator UK (and/or such other nominee(s) of Navigator UK as it may determine) pursuant to the proposed amendments to the Accrol Articles described above (subject to such amendments being approved at the General Meeting).

#### *Accrol Group Holdings Savings Related Share Option Scheme*

In accordance with the rules of the Accrol SAYE, options under the Accrol SAYE (“**SAYE Options**”) will become capable of exercise, to the extent vested, upon the date the Court sanctions the Scheme and, if not exercised, will lapse shortly thereafter.

The exercise price of the options granted under the Accrol SAYE is significantly in excess of the value of the Consideration. Therefore, it is not expected that the SAYE Options will be exercised by the holders of these SAYE Options, and it has been agreed by Navigator UK and Accrol that Navigator UK will not make proposals under Rule 15 of the Takeover Code to the holders of SAYE Options.

## 7. Description of the Scheme

The Offer will be implemented by way of a Court-sanctioned scheme of arrangement between Accrol and the Scheme Shareholders who are on the register of members of Accrol 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 by the Accrol Shareholders at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part IV (*The Scheme of Arrangement*) of this document.

The purpose of the Scheme is to provide for Navigator UK to become the owner of the entire issued and to be issued share capital of Accrol. This is to be achieved by the transfer of the Scheme Shares held by the Scheme Shareholders to Navigator UK in consideration for which the Scheme Shareholders will receive the Consideration on the basis described in this Part II (*Explanatory Statement*).

The implementation of the Scheme is subject to the Conditions and certain further terms set out in Part III (*Conditions to the implementation of the Scheme and to the Offer*) of this document, and will only become Effective if, among other things, the following events occur on or before 11.59 p.m. on the Long Stop Date:

- a resolution to approve the Scheme is passed by a majority in number of Scheme Shareholders entitled to vote and present and voting, in person or by proxy, at the Court Meeting representing not less than 75 per cent. in value of the Scheme Shares voted (or at any adjournment, postponement or reconvention of such meeting) on or before 6 June 2024 (or such later date as (a) may be agreed between Navigator UK and Accrol; or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel and, in either case, if required, as the Court may allow);
- the Resolution is passed by the requisite majority of Accrol Shareholders at the General Meeting to be held on or before 6 June 2024 (or such later date as (a) may be agreed between Navigator UK and Accrol; or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel and, in either case, if required, as the Court may allow) (which will require the approval of Accrol Shareholders representing at least 75 per cent. of the votes cast at the General Meeting either in person or by proxy);
- following the Meetings, the Scheme with or without modification (but subject to any such modification being acceptable to Navigator UK and Accrol) is sanctioned by the Court at the Court Sanction Hearing; and
- following such sanction, a copy of the Court Order is delivered to the Registrar of Companies for registration.

Once the necessary approvals from the Scheme Shareholders and the Accrol Shareholders have been obtained and the other Conditions have been satisfied or (where applicable) waived and the Scheme has been approved by the Court, the Scheme will become Effective upon delivery of the Court Order to the Registrar of Companies for registration.

Upon the Scheme becoming Effective: (i) it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting, and if they attended and voted, whether or not they voted in favour of, or against, or abstained from voting on the Scheme at the Court Meeting or the Resolution to be proposed at the General Meeting; (ii) share certificates in respect of Accrol Shares will cease to be valid; and (iii) entitlements to Accrol Shares held within the CREST system will be cancelled. The Consideration payable under the Scheme will be despatched to Scheme Shareholders by Link Group on behalf of Navigator UK by no later than 14 days after the Effective Date.

Any Accrol Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolution, amongst other matters, provides that the Accrol Articles be amended to incorporate provisions requiring any Accrol Shares issued at or after the Scheme Record Time (other than to Navigator UK and/or its nominees) to be automatically transferred to Navigator UK on the same terms

as under the Offer (other than terms as to timings and formalities). The provisions of the Accrol Articles (as amended) will avoid any person (other than Navigator UK and/or its nominees) holding shares in the capital of Accrol after the Effective Date.

If the Scheme does not become Effective on or before 11.59 p.m. on the Long Stop Date, it will lapse and the Offer will not proceed.

## **8. The Meetings**

Before the Court's sanction can be sought for the Scheme, for the Scheme to become Effective it will require the approval of Scheme Shareholders at the Court Meeting. The Scheme must be approved by a majority in number of the Scheme Shareholders entitled to vote and present and voting, either in person or by proxy, representing not less than 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders. In addition, the Resolution must be passed at the General Meeting to (a) authorise the Accrol Directors to implement the Scheme and (b) amend the Accrol Articles (as described in paragraph 9 of this Part II (*Explanatory Statement*) below). To be passed, the Resolution requires the approval of Accrol Shareholders present and voting (either in person or by proxy) representing at least 75 per cent. of the votes cast at the General Meeting.

The Court Meeting will be held on 15 May 2024 at 11.00 a.m., with the General Meeting held on the same day at 11.15 a.m. (or as soon as reasonably practicable thereafter as the Court Meeting shall have been concluded or adjourned). Notices of both the Court Meeting and the General Meeting are set out in Part VIII (*Notice of Court Meeting*) and Part IX (*Notice of General Meeting*) of this document. Entitlement to attend and vote at these Meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Accrol at the Voting Record Time.

**If the Scheme becomes Effective, it will be binding on all Accrol Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and irrespective of whether or not they voted in favour of, or against, or abstained from voting on the Scheme at the Court Meeting or the Resolution to be proposed at the General Meeting).**

Any Accrol Shares which Navigator UK (or its respective nominees) may acquire before the Court Meeting are not Scheme Shares and therefore neither Navigator UK (nor its respective nominees) is entitled to vote at the Court Meeting in respect of any Accrol Shares held or acquired by it or them.

### *Court Meeting*

The Court Meeting has been convened at the direction of the Court for 11.00 a.m. on 15 May 2024 to enable Scheme Shareholders to consider and, if thought fit, approve the Scheme. At the Court Meeting, voting will be by poll and each Scheme Shareholder present, either in person or by proxy, will be entitled to one vote for each Scheme Share held at the Voting Record Time. The approval required at the Court Meeting is a majority in number of Scheme Shareholders entitled to vote and present and voting, either in person or by proxy, at the Court Meeting representing at least 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders.

**It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of Scheme Shareholders' opinion. You are therefore strongly urged to complete, sign and return your Forms of Proxy, in particular your BLUE Form of Proxy for use in respect of the Court Meeting, or appoint a proxy online or through the CREST electronic proxy appointment service (as appropriate) as soon as possible, in each case appointing the chairman of the Court Meeting as your proxy. Accrol Shareholders are strongly encouraged to vote by appointing the chairman of the relevant Meeting as your proxy. Doing so will not prevent you from attending, voting and speaking in person at either the Court Meeting or the General Meeting, or any adjournment thereof.**

Due to the length of time anticipated to be required to calculate the results of the poll, the result of the vote at the Court Meeting will be announced by Accrol via a Regulatory Information Service as soon as practicable after the Court Meeting.

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

### *General Meeting*

In addition, the General Meeting has been convened for 11.15 a.m. on 15 May 2024 (or as soon as reasonably practicable thereafter as the Court Meeting shall have been concluded or adjourned) to consider and, if thought fit, pass the Resolution to approve:

- the authorisation of the Accrol Directors to take all such actions as they may consider necessary or appropriate to give effect to the Scheme; and
- the amendment of the Accrol Articles in the manner described in paragraph 9 of this Part II (*Explanatory Statement*) below.

The Resolution will require votes in favour from Accrol Shareholders representing at least 75 per cent. of the votes cast at the General Meeting either in person or by proxy. The vote of Accrol Shareholders at the General Meeting will be held by way of a poll. Each Accrol Shareholder who is entered on the register of members of Accrol at the Voting Record Time and is present in person or by proxy will be entitled to one vote for each Accrol Share so held.

Due to the length of time anticipated to be required to calculate the results of the poll, the result of the vote at the General Meeting will be announced by Accrol via a Regulatory Information Service as soon as practicable after the General Meeting.

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

### *Court Sanction Hearing*

Under the Companies Act, the Scheme requires the sanction of the Court.

The Court Sanction Hearing is expected to be held on 22 May 2024 at The Royal Courts of Justice, The Rolls Buildings, Fetter Lane, London, EC4A 1NL. However, the Court Sanction Hearing may be held remotely. Scheme Shareholders are entitled to attend and be heard at the Court Sanction Hearing to support or oppose the sanction of the Scheme, should they wish to do so, in person or represented by counsel.

Following the 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 for registration. This is expected to occur on the Business Day following the date of the Court Sanction Hearing, subject to satisfaction (or, where applicable, waiver) of the Conditions.

**Upon the Scheme becoming Effective, it will be binding on all Accrol Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting and irrespective of whether or not they voted in favour of, or against, or abstained from voting on the Scheme at the Court Meeting or on the Resolution to be proposed at the General Meeting.**

### *Entitlement to vote at the Meetings*

Each Scheme Shareholder or Accrol Shareholder who is entered in Accrol's register of members at 6.00 p.m. on 13 May 2024 will be entitled to attend, speak and vote on all resolutions to be proposed at the Court Meeting and the General Meeting.

If either Meeting is adjourned, only those Scheme Shareholders or Accrol Shareholders on the register of members of Accrol at 6.00 p.m. on the day which is two Business Days before the date of the adjourned meeting will be entitled to attend, speak and vote on all resolutions to be proposed at the Court Meeting and the General Meeting. Each eligible Scheme Shareholder or Accrol Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of them. A proxy need not be an Accrol Shareholder. However, Scheme Shareholders and Accrol Shareholders are strongly encouraged to appoint the chairman of the relevant Meeting as their proxy for each Meeting. The chairman of the relevant Meeting may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of the relevant Meeting. Any other person appointed as proxy will be able to attend, speak and vote at the Court Meeting and the General Meeting (as applicable).

The completion and return of a Form of Proxy, by post or by hand (or the appointment of a proxy appointment or voting instruction online, through CREST or by any other procedure described in this document) will not prevent you from attending, voting and speaking at either the Court Meeting or the General Meeting, or any adjournment thereof, if you are entitled and wish to do so.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings (including by appointing a proxy), please contact Accrol's registrar, Link Group, by: (i) writing to Link Group, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL; or (ii) calling +44 (0) 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Link Group are open between 9.00 a.m. and 5.30 p.m. Monday to Friday, excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice 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 II (*Explanatory Statement*) and on pages 8 to 11 (inclusive) of this document.

#### *Modifications to the Scheme*

The Scheme contains a provision for Accrol and Navigator UK 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.

### **9. Amendments to the Accrol Articles**

It is proposed, as part of the Resolution, to amend the Accrol Articles to ensure that any Accrol Shares issued or transferred from treasury under the Accrol Share Schemes or otherwise on or after the passing of the Resolution and before the Scheme Record Time will be subject to and bound by the Scheme. It is also proposed to amend the Accrol Articles so that any Accrol Shares issued or transferred from treasury to any person other than Navigator UK (and/or its nominee(s)) at or after the Scheme Record Time will be automatically acquired by Navigator UK (and/or its nominee(s)) on the same terms as Scheme Shares under the Scheme (other than terms as to timing and formalities). This will avoid any person (other than Navigator UK (and/or its nominee(s))) holding Accrol Shares after dealings in such shares have ceased (the final day of dealings in the Accrol Shares is expected to be the first Business Day after the Court Sanction Hearing). The Resolution set out in the notice of General Meeting on pages 86 to 90 (inclusive) of this document, among other things, seeks the approval of Accrol Shareholders for such amendment at the General Meeting.

### **10. Offer-related arrangements**

#### *Confidentiality Agreement*

Navigator and Accrol entered into a confidentiality agreement on 12 January 2024 (the "**Confidentiality Agreement**"), pursuant to which Navigator has undertaken (in respect of itself, the Wider Navigator Group and its Related Persons (as such term is defined in the Confidentiality Agreement)) to keep confidential information relating to, among other things, Accrol, and not to disclose it to third parties (with certain exceptions) unless required by law or regulation or permitted pursuant to limited carve-outs to the obligations of confidentiality. The Confidentiality Agreement also includes customary standstill and non-solicitation obligations applicable to Navigator.

The confidentiality obligations will remain in force until the Scheme becomes Effective or, in the event the Scheme does not become Effective, until the date falling 18 months from the date of the Confidentiality Agreement.



## **11. Accrol Directors' interests in Accrol**

Details of each of the Accrol Directors' interests in relevant Accrol securities are set out in Part VI (*Additional Information*) of this document. Scheme Shares held by the Accrol Directors at the Scheme Record Time will be subject to the Scheme.

Details of the irrevocable undertakings provided by the Accrol Directors are set out in paragraph 10 of Part VI (*Additional Information*) of this document.

Save as set out in this document, the effect of the Scheme on the interests of the Accrol Directors does not differ from the effect of the Scheme on the like interests of other persons.

## **12. Cancellation of admission to trading on AIM of Accrol Shares and re-registration of Accrol**

Prior to the Scheme becoming Effective, an application will be made to the London Stock Exchange for the admission of the Accrol Shares to trading on AIM to be cancelled shortly after the Effective Date. The last day of dealings in, and for registration of transfers of, Accrol Shares is expected to be the Business Day immediately prior to the Effective Date and no transfers will be registered after 6.00 p.m. on that day other than to Navigator UK (or as Navigator UK may direct) pursuant to the Accrol Articles, as proposed to be amended by the Resolution at the General Meeting.

On the Effective Date, share certificates in respect of Accrol Shares will cease to be valid and entitlements to Accrol Shares held with the CREST system will be cancelled.

It is also proposed that, following the Effective Date and after the admission to trading of Accrol Shares on AIM has been cancelled, Accrol will be re-registered as a private limited company under the relevant provisions of the Companies Act.

## **13. Settlement of Consideration**

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

### **A. *Accrol Shares in uncertificated form (that is, in CREST)***

Where, at the Scheme Record Time, a Scheme Shareholder holds Accrol Shares in uncertificated form, the Consideration to which such Scheme Shareholder is entitled will be transferred to such person through CREST by Navigator UK procuring that Link Group creates through Euroclear an assured payment obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Accrol Shares in respect of the Consideration due to them.

The CREST payment obligations will be created within 14 days after the Effective Date. As from the Scheme Record Time, each holding of Accrol Shares credited to any stock account in CREST will be disabled and all Accrol Shares will be removed from CREST in due course.

Navigator UK reserves the right to pay all, or any part of, the Consideration referred to above to all or any Scheme Shareholder(s) who hold Accrol Shares in uncertificated form in the manner referred to in sub-paragraph (B) below if, for any reason, it wishes to do so or if, for any reason, it is not able to effect settlement in accordance with this sub-paragraph (A).

B. *Accrol Shares in certificated form (that is, not in CREST)*

Where, at the Scheme Record Time, a Scheme Shareholder holds Accrol Shares in certificated form, settlement of the Consideration due under the Scheme in respect of the Scheme Shares will be despatched:

- (i) by first class post (or international standard post, if overseas), by cheque drawn on a branch of a UK clearing bank; or
- (ii) by such other method as may be approved by the Panel and the Court.

All such cash payments will be made in Pounds sterling. Payments made by cheque will be payable to the Scheme Shareholder(s) concerned. Cheques will be despatched no later than the 14th day following the Effective Date to the person(s) entitled to them at the addresses as appearing in the register of members of Accrol at the Scheme Record Time. None of Accrol, Navigator UK, any nominee(s) of Navigator UK, Link Group or any of their respective agents shall be responsible for any loss or delay in the transmission of cheques sent in this way and such cheques shall be sent at the risk of the persons entitled to them. The encashment of any cheque shall be a complete discharge for the monies represented by it.

C. *Accrol Shares acquired by Accrol Share Scheme Participants*

In the case of any Accrol Shares acquired by Accrol Share Scheme Participants, after the Court Sanction Hearing and prior to Scheme Record Time, pursuant to the exercise of options under the Accrol Share Schemes, settlement of the Consideration shall be processed by Accrol (including, but not limited to, procuring that the applicable exercise price is deducted from the Consideration and that the balance is then paid through payroll after deduction of any income tax and employee National Insurance contributions (or its overseas equivalent) for which Accrol or any member of the Accrol Group is required to account to the relevant tax authority on the next practicable Accrol payroll date following receipt of the proceeds by Accrol), in accordance with the Share Scheme Letters and the rules of the relevant Accrol Share Scheme. For the avoidance of doubt, the payment of any Consideration processed by Accrol shall be effected through payroll on the earlier of (i) the fourteenth day following the Effective Date, and (ii) the day on which Navigator UK first pays the Consideration for Accrol Shares pursuant to the Scheme to Accrol Shareholders.

D. *General*

All documents and remittances sent to Accrol Shareholders will be sent at their own risk.

On and from the Effective Date, each certificate representing a holding of Scheme Shares will have ceased to be a valid document of title and should be destroyed or, at the request of Accrol, delivered up to Accrol, or to any person appointed by Accrol to receive the same for cancellation. On and from the Effective Date, entitlements to Scheme Shares held within CREST will be cancelled.

Except with the consent of the Panel and subject to the provisions of sub-paragraph (E) below, settlement of the Consideration to which any Scheme 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 Navigator UK might otherwise be, or claim to be, entitled against such Scheme Shareholder.

E. *Dividends*

If any dividend and/or other distribution and/or other return of value is declared, made or paid or becomes payable in respect of the Accrol Shares on or after the Announcement Date, Navigator UK shall be entitled to reduce the Consideration payable under the terms of the Offer for the Accrol Shares by an amount up to the amount of such dividend and/or distribution and/or return of value, in which case any reference in this document to the Consideration payable under the terms of the Offer will be deemed to be a reference to the Consideration as

so reduced. In such circumstances, Accrol Shareholders will be entitled to receive and retain the amount of such dividend and/or other distribution and/or other return of value by reference to the amount by which the Consideration payable under the terms of the Scheme is so reduced.

To the extent that any such dividend and/or distribution and/or other return of value is declared, made or paid or becomes payable and it is: (i) transferred pursuant to the Offer on a basis which entitles Navigator UK alone to receive the dividend or distribution and to retain it; or (ii) cancelled, the Consideration payable under the terms of the Offer will not be subject to change in accordance with this paragraph. Any exercise by Navigator UK of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Offer.

#### **14. United Kingdom taxation**

The statements set out below are intended only as a general guide to certain aspects of current UK tax law and the published practice of HM Revenue & Customs (“**HMRC**”) as at the date of this document, both of which may change (possibly with retroactive effect). HMRC’s published practice may not be binding on it. The statements set out below do not purport to be a complete analysis or description of all the potential UK tax consequences of the Scheme. They are not, and should not be taken as being, advice.

The statements below apply only to Scheme Shareholders who are resident (and, in the case of individuals, domiciled) for tax purposes solely in the United Kingdom and to whom (in the case of individuals) split year treatment does not apply, save where express reference is made to non-UK resident Scheme Shareholders. They do not apply to Scheme Shareholders who are not the absolute beneficial owners of both their Scheme Shares and any dividends paid on them. They apply only to Scheme Shareholders who hold their Scheme Shares as an investment (other than where a tax exemption applies, for example, in an individual savings account (ISA) or a self-invested personal pension scheme (SIPP)) and not to persons holding Scheme Shares in connection with a trade, profession or vocation. They do not apply to Scheme Shareholders who are subject to special tax rules, including dealers in securities, brokers, insurance companies, trustees, investment companies and collective investment schemes, tax exempt institutions, persons who acquired (or are treated as having acquired) Scheme Shares in connection with an employment or office (including pursuant to the Accrol Share Schemes), or persons holding Scheme Shares as part of hedging transactions.

Special tax provisions may apply to Accrol Share Scheme Participants who acquire Accrol Shares pursuant to the Accrol Share Schemes. If relevant, the separate communications that will be sent to the Accrol Share Scheme Participants will summarise the tax treatment of the acquisition of their Accrol Shares on the exercise of their options under the Accrol Share Schemes in connection with the Offer and their subsequent disposal pursuant to the Scheme, but Accrol Share Scheme Participants who are in any doubt as to their tax position should consult an independent professional tax adviser.

**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 UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.**

##### *UK taxation of chargeable gains*

The transfer of Scheme Shares under the Scheme in return for cash should be treated as a disposal of the Scheme Shareholder’s Scheme Shares for the purposes of United Kingdom tax on chargeable gains. As a result, the transfer may, depending on the particular circumstances of that Scheme Shareholder (including the availability of any exemptions, reliefs and/or allowable losses), give rise to a liability to UK tax on chargeable gains or, alternatively, an allowable capital loss.

##### *Individual Scheme Shareholders*

Subject to available exemptions, reliefs or allowances, a chargeable gain arising on a disposal of Scheme Shares by an individual Scheme Shareholder will be subject to capital gains tax (“**CGT**”) at the

rate of (for the 2024/2025 tax year) 10 per cent. or 20 per cent. depending on the individual's personal circumstances, including other taxable income and gains in the relevant tax year.

No indexation allowance will be available to an individual Scheme Shareholder in respect of any disposal of Scheme Shares. The CGT annual exempt amount may, however, be available to individual Scheme Shareholders to offset against chargeable gains realised on the disposal of their Scheme Shares.

#### *Corporate Scheme Shareholders*

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Scheme Shares by a Scheme Shareholder within the charge to UK corporation tax will be taxed at the rate of corporation tax applicable to that Scheme Shareholder.

For Scheme Shareholders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Scheme Shares), indexation allowance may be available in respect of part of the period of ownership of the Scheme Shares to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the disposal of their Scheme Shares under the Scheme in return for cash.

The substantial shareholding exemption may apply to exempt from corporation tax any gain (or to disallow any loss) arising to Scheme Shareholders within the charge to UK corporation tax where a number of conditions are satisfied, including that the applicable corporate Scheme Shareholder (together with certain associated companies) has held not less than 10 per cent. of the issued ordinary share capital of Accrol for a continuous period of at least one year beginning not more than six years prior to the date of disposal.

#### *UK stamp duty and stamp duty reserve tax ("SDRT")*

No UK stamp duty or SDRT should be payable by Scheme Shareholders on the transfer of their Scheme Shares under the Scheme.

### **15. Overseas Shareholders**

The availability of the Scheme and the Offer to Accrol Shareholders who are not resident in the United Kingdom ("**Overseas Shareholders**") may be affected by the laws and/or regulations of the relevant jurisdiction in which they are located. Overseas Shareholders should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you are in any doubt regarding such matters, you should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

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 with the Scheme and the Offer, 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.

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 Accrol 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 Offer 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 Navigator UK and Accrol or required by the Takeover Code, and permitted by applicable law and regulation, no person may vote in favour of the Offer by any use, means, instrumentality or form 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 Offer 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 Offer (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.

**OVERSEAS SHAREHOLDERS SHOULD CONSULT THEIR OWN LEGAL AND TAX ADVISERS WITH RESPECT TO THE LEGAL AND TAX CONSEQUENCES OF THE SCHEME.**

**16. Actions to be taken by Accrol Shareholders**

*The documents*

Please check that you have received the following:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 15 May 2024;
- a WHITE Form of Proxy for use in respect of the General Meeting on 15 May 2024; and
- 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 an Accrol Shareholder and you have not received all of these documents, please contact Accrol's registrar, Link Group, by telephone on +44 (0) 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m. Monday to Friday, excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

*Voting at the Court Meeting and the General Meeting*

In order for the Offer to become Effective, among other things, the Scheme will require approval by Scheme Shareholders at the Court Meeting to be held at the offices of Addleshaw Goddard LLP at One St Peter's Square, Manchester, M2 3DE at 11.00 a.m. on 15 May 2024. Implementation of the Scheme will also require, among other things, the passing of the Resolution by Accrol Shareholders at the General Meeting to be held at the same venue at 11.15 a.m. on the same date (or as soon as reasonably practicable thereafter as the Court Meeting shall have been concluded or adjourned). Notices of the Court Meeting and the General Meeting are set out in Part VIII (*Notice of Court Meeting*) and Part IX (*Notice of General Meeting*) of this document, respectively.

Accrol Shareholders and Scheme Shareholders (as applicable) entitled to attend, speak and vote on all resolutions to be proposed at the Court Meeting and the General Meeting, are entitled to appoint a proxy (or proxies) to exercise all or any of their rights to attend, speak and vote at the Meetings (as applicable). A proxy need not be an Accrol Shareholder. However, Accrol Shareholders are strongly encouraged to appoint the chairman of the relevant Meeting as their proxy for each Meeting. Any other person appointed as proxy will be able to attend, speak and vote at the Court Meeting and the General Meeting (as applicable).

The completion and return of a Form of Proxy, by post or by hand (or the appointment of a proxy appointment or voting instruction online, through CREST or by any other procedure described in this document) will not prevent you from attending, voting and speaking at either the Court Meeting or the General Meeting, or any adjournment thereof, if you are entitled to and wish to do so.

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

You should:

- A. complete, sign and return the BLUE Form of Proxy for use at the Court Meeting so as to be **received no later than 11.00 a.m. on 13 May 2024**; and
- B. complete, sign and return the WHITE Form of Proxy for use at the General Meeting so as to be **received no later than 11.15 a.m. on 13 May 2024**,

or, in the case of an adjourned meeting, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for such adjourned meeting.

The Forms of Proxy may be returned by post to, or, during normal business hours only, by hand to the reception desk of, Accrol's registrar, Link Group at PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL. For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the Forms of Proxy.

If the BLUE Form of Proxy for the Court Meeting is not returned by the above time, a copy of the completed and signed BLUE Form of Proxy may be handed to the chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and it will still be valid. However, in the case of the General Meeting, if the WHITE Form of Proxy is not returned so as to be received by the time mentioned above and in accordance with the instructions on the WHITE Form of Proxy it will be invalid.

Scheme Shareholders and Accrol Shareholders are entitled to appoint a proxy in respect of some or all of their Accrol Shares and may also appoint more than one proxy by using multiple paper Forms of Proxy or appointing multiple proxies through CREST as described below (but not for the avoidance of doubt by means of an online proxy appointment as described below), provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Scheme Shareholders and Accrol Shareholders who wish to appoint more than one proxy in respect of their holding of Accrol Shares should contact Link Group for further Forms of Proxy. Alternatively, you may photocopy the enclosed Form(s) of Proxy.

### *Electronic appointment of proxies through CREST*

CREST members who wish to appoint a proxy or proxies for the Meetings (or any adjournment thereof) through the CREST electronic proxy appointment service 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 by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions as described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). 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 Link Group (participant ID: RA10) no later than 11.00 a.m. on 13 May 2024 in the case of the Court Meeting and no later than 11.15 a.m. on 13 May 2024 in the case of the General Meeting (or, in the case of an adjourned meeting, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned 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 Link Group 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 provider(s), 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 provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Accrol may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

#### *Online appointment of proxies*

As an alternative to completing and returning the printed Forms of Proxy, a proxy (but not multiple proxies) may be appointed electronically by logging on to the following website: <https://www.signalshares.com> and following the on-screen instructions. If you have not already registered you will need your Investor Code to do so, this can be found printed on the Forms of Proxy. For an electronic proxy appointment to be valid, the appointment must be received by Link Group by no later than 11.00 a.m. on 13 May 2024 in respect of the BLUE Form of Proxy for the Court Meeting and by no later than 11.15 a.m. on 13 May 2024 in respect of the WHITE Form of Proxy for the General Meeting (or in the case of adjournment(s), no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned meeting) before the time and date set for the adjourned meeting(s)).

#### *Results of the Meetings*

The results of the Court Meeting and the General Meeting will be announced through a Regulatory Information Service and also published on Accrol's website at <https://www.accrol.co.uk/investors/recommended-offer-for-accrol-group-holdings-plc/> once the votes have been counted and verified.

#### *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 through the CREST electronic proxy appointment service or online, please contact Accrol's registrar, Link Group, by: (i) writing to Link Group, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL; or (ii) calling +44 (0) 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m. Monday to Friday, excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

## **17. Further information**

The terms of the Scheme are set out in full in Part IV (*The Scheme of Arrangement*) of this document. Further information regarding Accrol and Navigator UK is set out in Part VI (*Additional Information*) of this document. Documents made available on Accrol's website are listed in paragraph 16 of Part VI (*Additional Information*) of this document.

Yours faithfully,

Nicholas Harland  
Duly authorised, for and on behalf of  
Stifel Nicolaus Europe Limited

**PART III**  
**CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME**  
**AND TO THE OFFER**

**Part A**

**Conditions to the Offer**

1. The Offer is conditional upon the Scheme becoming unconditional and Effective, subject to the Takeover Code, by no later than 11.59 p.m. on the Long Stop Date.

**Scheme Approval**

2. The Scheme is conditional upon:
  - (a)
    - (i) its approval by a majority in number representing not less than 75 per cent. in value of the Accrol Shareholders (or the relevant class or classes thereof, if applicable) in each case present, entitled to vote and voting, either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or at any adjournment of any such meeting; and
    - (ii) the Court Meeting and any separate class meeting which may be required by the Court or any adjournment of any such meeting being held on or before the 22nd day after the expected date of the Court Meeting set out in this document (or such later date, if any, as (a) Navigator UK and Accrol may agree; or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel and, in either case, if required, as the Court may allow);
  - (b)
    - (i) the Resolution being duly passed by the requisite majority or majorities at the General Meeting or at any adjournment of that meeting; and
    - (ii) the General Meeting or any adjournment of that meeting being held on or before the 22nd day after the expected date of the General Meeting set out in this document (or such later date, if any, as (a) Navigator UK and Accrol may agree; or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel and, in either case, if required, as the Court may allow); and
  - (c)
    - (i) the sanction of the Scheme by the Court (with or without modification (but subject to any such modification being on terms acceptable to Navigator UK and Accrol)) and the delivery of a copy of the Court Order to the Registrar of Companies; and
    - (ii) the Court Sanction Hearing being held on or before the 22nd day after the expected date of the Court Sanction Hearing set out in this document (or such later date, if any, as (a) Navigator UK and Accrol may agree; or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel and, in either case, if required, as the Court may allow).

**Other Conditions**

3. The Offer is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where capable of waiver, waived:

**General Third-party Clearances**

- (a) the waiver (or non-exercise within any applicable time limits) by any Third Party of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Accrol Group taken as a whole) arising as a result of or in connection with the Offer including, without limitation, its implementation and financing



or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Accrol by any member of the Navigator Group;

- (b) no Third Party having given notice in writing 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 enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which in each case would or might reasonably be expected to:
- (i) require, prevent or materially delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Navigator Group or any member of the Wider Accrol Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which in any such case would be material in the context of the Wider Accrol Group or the Wider Navigator Group taken as a whole;
  - (ii) require, prevent or materially delay, or materially alter the terms envisaged for, any proposed divestiture by any member of the Wider Navigator Group of any shares or other securities in Accrol;
  - (iii) impose any material limitation on, or result in a delay in, the ability of any member of the Wider Navigator Group directly or indirectly to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Accrol Group or the Wider Navigator Group or to exercise management control over any such member, in each case, to an extent which is material in the context of the Wider Accrol Group or the Wider Navigator Group;
  - (iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Navigator Group or of any member of the Wider Accrol Group to an extent which is material in the context of the Wider Navigator Group or the Wider Accrol Group, in either case taken as a whole;
  - (v) make the Offer or its implementation or the acquisition or proposed acquisition by Navigator UK or any member of the Wider Navigator Group of any shares or other securities in, or control of Accrol void, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, materially restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose material additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith;
  - (vi) require (save as envisaged by the Offer) any member of the Wider Navigator Group or the Wider Accrol Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Accrol Group or the Wider Navigator Group owned by any third party where such acquisition would be material in the context of the Wider Accrol Group taken as a whole or, as the case may be, the Wider Navigator Group taken as a whole;
  - (vii) impose any limitation on the ability of any member of the Wider Navigator Group to integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Accrol Group which is adverse to and material in the context of the Wider Accrol Group or the Wider Navigator Group, in each case taken as a whole or in the context of the Offer; or
  - (viii) result in any member of the Wider Accrol Group ceasing to be able to carry on business under any name under which it presently does so, and all applicable

waiting and other time periods during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Offer or the acquisition or proposed acquisition of any Accrol Shares having expired, lapsed or been terminated;

- (c) all filings or applications which are necessary or reasonably considered appropriate by Navigator UK having been made in connection with the Offer and all necessary statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Offer or the acquisition by any member of the Wider Navigator Group of any shares or other securities in, or control of, Accrol and all authorisations, orders, recognitions, grants, consents, licences, determinations, confirmations, clearances, permissions, exemptions and approvals necessary or reasonably considered appropriate by Navigator UK for the proposed acquisition of any shares or other securities in, or control of, Accrol by any member of the Wider Navigator Group having been obtained in terms and in a form reasonably satisfactory to Navigator UK from all appropriate Third Parties or persons with whom any member of the Wider Accrol Group has entered into contractual arrangements and all such authorisations, orders, recognitions, grants, consents, licences, determinations, confirmations, clearances, permissions, exemptions and approvals together with all authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or reasonably considered appropriate by Navigator UK to carry on the business of any member of the Wider Accrol Group, in each case which is material in the context of the Wider Navigator Group or the Wider Accrol Group as a whole, remaining in full force and effect and all material filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Offer becomes otherwise unconditional;

#### **Certain Matters Arising as a result of any Arrangement, Agreement etc.**

- (d) except as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Accrol Group is a party or by or to which any such member or any of its assets are or may be bound, entitled or subject, which, in each case as a consequence of the Offer or the proposed acquisition of any shares or other securities in Accrol or because of a change in the control or management of Accrol or otherwise, would or would reasonably be expected to result in (in each case to an extent which is material in the context of the Wider Accrol Group as a whole, or in the context of the Offer):
- (i) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its 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;
  - (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or affected or any onerous obligation or liability arising or any action being taken or arising thereunder;
  - (iii) 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 interest of any such member;
  - (iv) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;

- (v) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- (vi) any such member ceasing to be able to carry on business under any name under which it presently does so;
- (vii) the creation of any liability, actual or contingent, by any such member other than trade creditors or other liabilities incurred in the ordinary course of business; or
- (viii) any liability of any such member to make any severance, termination, bonus or other payment to any of its directors or other officers,

and, save as Disclosed, no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Accrol Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition (d), in each case which is or would be material in the context of the Wider Accrol Group taken as a whole;

**No Material Transactions, Claims or Changes in the Conduct of the Business of the Accrol Group**

- (e) except as Disclosed, no member of the Wider Accrol Group having, since 30 April 2023:
  - (i) save as between Accrol and wholly owned subsidiaries of Accrol or for Accrol Shares issued pursuant to the exercise of options granted under the Accrol Share Schemes, issued, authorised or proposed the issue of additional shares of any class or transferred or sold any shares out of treasury;
  - (ii) save as between Accrol and wholly owned subsidiaries of Accrol or for the grant of options and awards and other rights under the Accrol Share Schemes, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
  - (iii) other than to another member of the Accrol Group, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise;
  - (iv) save for intra-Accrol Group transactions, authorised, implemented or announced any merger or demerger with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business;
  - (v) save for intra-Accrol Group transactions, made or authorised or proposed or announced an intention to propose any material change in its loan capital, in each case, to the extent which is material in the context of the Wider Accrol Group taken as a whole;
  - (vi) issued, authorised or proposed the issue of, or made any change in or to, any debentures or (save for intra-Accrol Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any liability (actual or contingent);

- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above or pursuant to the Warrant Waiver, made any other change to any part of its share capital, in each case, to the extent which is material in the context of the Wider Accrol Group taken as a whole;
- (viii) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business or entered into or changed the terms of any contract with any director or senior executive;
- (ix) entered into or varied any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long-term, onerous or unusual nature or magnitude or which is or is reasonably likely to be restrictive on the businesses of any member of the Wider Accrol Group or the Wider Navigator Group or which involves an obligation of such a nature or magnitude or which is other than in the ordinary course of business and which, in any such case, is material in the context of the Wider Accrol Group or the Wider Navigator Group taken as a whole;
- (x) been unable or admitted in writing that it is unable, to pay its debts as they fall due 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, in any such case, is material in the context of the Wider Accrol Group taken as a whole;
- (xi) (other than in respect of a member of the Wider Accrol Group which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed to the extent which is material in the context of the Wider Accrol Group taken as a whole;
- (xii) commenced negotiations with any of its creditors or taken any step, in each case in connection with financial difficulties of the Accrol Group, with a view to rescheduling or restructuring any of its indebtedness or entered into a composition, compromise, assignment or arrangement with any of its creditors whether by way of a voluntary arrangement, scheme of arrangement, deed of compromise or otherwise, or entered into any agreement with any of its creditors to refinance, reschedule or restructure any of its indebtedness;
- (xiii) waived, settled or compromised any claim otherwise than in the ordinary course of business and which is material in the context of the Wider Accrol Group taken as a whole;
- (xiv) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition (e) and which is material in the context of the Wider Accrol Group taken as a whole;
- (xv) made any alteration to its constitutional documents (other than in connection with the Scheme) which is material and adverse to the interests of Navigator UK in the context of the Offer;

- (xvi) except in relation to changes made or agreed as a result of, or arising from, changes to legislation, made or agreed or consented to any significant change to:
  - (A) the terms of the trust deeds, scheme rules or other documentation constituting the pension scheme(s) established by any member of the Wider Accrol Group for its directors, employees or their dependents;
  - (B) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
  - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to the extent which is material in the context of the Wider Accrol Group taken as a whole;
- (xvii) 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 person employed by the Wider Accrol Group and in each case which is material in the context of the Wider Accrol Group taken as a whole; or
- (xviii) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Accrol Shareholders in a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code;

#### **No Adverse Change, Litigation or Regulatory Enquiry**

- (f) except as Disclosed, since 30 April 2023:
  - (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of any member of the Wider Accrol Group which is material in the context of the Wider Accrol Group taken as a whole;
  - (ii) no litigation, arbitration proceedings, prosecution or other legal or regulatory proceedings to which any member of the Wider Accrol Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation by any Third Party or other investigative body against or in respect of any member of the Wider Accrol Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Accrol Group, in each case which is material in the context of the Wider Accrol Group taken as a whole;
  - (iii) no contingent or other liability of any member of the Wider Accrol Group having arisen or become apparent to Navigator UK or increased which might reasonably be expected to have a material adverse affect on the Wider Accrol Group taken as a whole;
  - (iv) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Accrol Group which is necessary for the proper carrying on of its business and which is material in the context of the Wider Accrol Group taken as a whole; and

- (v) no member of the Wider Accrol Group having conducted its business in breach of any applicable laws and regulations and which is material in the context of the Wider Accrol Group taken as a whole;

#### **No Discovery of Certain Matters**

- (g) except as Disclosed, Navigator UK not having discovered:
  - (i) that any financial, business or other information concerning the Wider Accrol Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Accrol Group is misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of this document by disclosure publicly or otherwise to Navigator UK or its professional advisers;
  - (ii) that any member of the Wider Accrol Group or partnership, company or other entity in which any member of the Wider Accrol Group has a significant economic interest and which is not a subsidiary undertaking of Accrol, is, otherwise than in the ordinary course of business, subject to any liability (actual or contingent) which is not disclosed in the annual report and accounts of Accrol for the financial year ended 30 April 2023; or
  - (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Accrol Group and which is material and adverse in the context of the Accrol Group taken as a whole,

in each case, to the extent which is material in the context of the Wider Accrol Group taken as a whole;

- (h) except as Disclosed, Navigator UK not having discovered that:
  - (i) any past or present member of the Wider Accrol Group has failed to comply in any material respect with any or all applicable legislation or regulations, of any jurisdiction with regard to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair materially the environment (including property) or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission in each case which would be likely to give rise to any material liability (actual or contingent) or material cost on the Wider Accrol Group taken as a whole;
  - (ii) there is, or is likely to be, for that or any other reason whatsoever, any material liability (actual or contingent) of any past or present member of the Wider Accrol Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Accrol Group (or on its behalf) or by any person for which a member of the Wider Accrol Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had any interest, under any environmental legislation, regulation, notice, circular or order of any government, governmental, quasi-governmental, state or local government, supranational, statutory or other regulatory body, agency, court, association or any other person or body in any jurisdiction in each case which would be likely to give rise to any material liability (actual or contingent) or material cost on the Wider Accrol Group taken as a whole; or

- (iii) circumstances exist (whether as a result of the making of the Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any member of the Wider Navigator Group, or any present or past member of the Wider Accrol Group, would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Accrol Group (or on its behalf) or by any person for which a member of the Wider Accrol Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest which is material in the context of the Accrol Group taken as a whole; or

### **Anti-corruption, Economic Sanctions, Criminal Property and Money Laundering**

- (i) save as Disclosed, Navigator UK not having discovered that:
  - (i) (a) any past or present member, director, officer or employee of the Wider Accrol Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation concerning improper payments or kickbacks, or (b) any person that performs or has performed services for or on behalf of the Wider Accrol Group 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 U.S. Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption law, rule or regulation concerning improper payments or kickbacks; or
  - (ii) any asset of any member of the Wider Accrol Group 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 any member of the Wider Accrol Group is found to have engaged in activities constituting money laundering under any applicable law, rule or regulation concerning money laundering; or
  - (iii) any past or present member, director, officer or employee of the Wider Accrol Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (a) any government, entity or individual in respect of which U.S., 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 U.S., UK or European Union laws or regulations, including the economic sanctions administered by the U.S. Office of Foreign Assets Control, or HM Treasury in the UK; or (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the U.S., the UK, the European Union or any of its member states; or
  - (iv) any past or present member, director, officer or employee of the Wider Accrol Group, or any other person for whom any such person may be liable or responsible (a) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, (b) has engaged in conduct which would violate any relevant anti-boycott law, rule or regulation or any applicable export

controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State, (c) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour, or (iv) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality or international organisation or found to have violated any applicable law, rule or regulation concerning government contracting or public procurement; or

- (v) any member of the Accrol Group is or has been engaged in any transaction which would cause Navigator UK to be in breach of any law or regulation upon its acquisition of Accrol, including but not limited to the economic sanctions of the U.S. Office of Foreign Assets Control, or HM Treasury & Customs in the UK, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the U.S., the UK, the European Union or any of its member states,

in each case, to the extent which is material in the context of the Wider Accrol Group taken as a whole.

## **Part B**

### **Waiver and Invocation of the Conditions**

1. Subject to the requirements of the Panel in accordance with the Takeover Code, Navigator UK reserves the right in its sole discretion to waive, in whole or in part, all or any of the Conditions in Part A above, except for Conditions 2(a)(i), 2(b)(i) and 2(c)(i), which cannot be waived. The deadlines in any of Conditions 2(a)(ii), 2(b)(ii) and 2(c)(ii) may be extended to such later date as may be agreed (a) in writing by Navigator UK and Accrol or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel, and in either case with the approval of the Court, if such approval is required. If any of Conditions 2(a)(i), 2(b)(i) and 2(c)(i) is not satisfied by the relevant deadline specified in the relevant Condition, Navigator UK shall make an announcement by 8.00 a.m. (London time) on the Business Day following such deadline confirming whether it has invoked the relevant Condition, waived the relevant deadline or agreed with Accrol to extend the relevant deadline.
2. The Offer is subject to the satisfaction (or waiver, if permitted) of the Conditions in Part A above, and to certain further terms set out in Part D below, and to the full terms and conditions set out in this document.
3. Conditions 2(a)(i), 2(b)(i) and 3 (a) to (i) (inclusive) must be fulfilled, determined by Navigator UK to be or to remain satisfied or (if capable of waiver) waived, by no later than 11.59 p.m. on the date immediately preceding the date of the Court Sanction Hearing, failing which the Offer will lapse. Navigator UK shall be under no obligation to waive or treat as satisfied any of Conditions 3 (a) to (i) (inclusive) by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions to the Offer 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.
4. Under Rule 13.5(a) of the Takeover Code, Navigator UK may not invoke a Condition so as to cause the Offer not to proceed, to lapse or be withdrawn without the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to Navigator UK in the context of the Offer. Conditions 1 and 2 of Part A (and, if applicable, any acceptance condition adopted on the basis specified in paragraph 2 of Part C below in relation to any Takeover Offer) are not subject to this provision of the Takeover Code. Each other Condition is subject to Rule 13.5(a) of the Takeover Code and may be waived by Navigator UK.



5. Under Rule 13.6 of the Takeover Code, Accrol may not invoke, or cause or permit Navigator UK to invoke, any condition to the Offer, unless the circumstances which give rise to the right to invoke the condition are of material significance to Accrol Shareholders in the context of the Offer.

## **Part C**

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

1. Navigator UK reserves the right to elect to implement the Offer by way of a Takeover Offer as an alternative to the Scheme with the consent of the Panel.
2. In such event, such Takeover Offer will be implemented on the same terms and conditions or, if Navigator UK so decides, on such other terms and conditions being no less favourable, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Takeover Offer, including (without limitation) the inclusion of an acceptance condition set at 90 per cent. of the Accrol Shares to which the Takeover Offer relates or such lesser percentage as Navigator UK, with the consent of the Panel, decides, being in any case more than 50 per cent. of the Accrol Shares to which the Takeover Offer relates.

## **Part D**

### **Certain Further Terms of the Offer**

1. The availability of the Offer to persons not resident in the UK may be affected by the laws and regulations of the relevant jurisdictions. Persons who are not resident in the UK should inform themselves about, and observe, any applicable requirements. Accrol Shareholders who are in any doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay and observe any applicable requirements.
2. This document and any rights or liabilities arising hereunder, the Offer, the Scheme and the Forms of Proxy is governed by English law and be subject to the jurisdiction of the English courts and to the Conditions set out herein. The Offer is subject to the applicable rules and regulations of the Takeover Code, the Panel, the AIM Rules, the London Stock Exchange and the FCA.
3. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
4. The Accrol Shares will be acquired by Navigator UK fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third-party rights or interests whatsoever and together with all rights existing at the date of this document or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the Effective Date in respect of the Accrol Shares.
5. If any dividend, distribution or other return or value is announced, authorised, declared, made or paid in respect of Accrol Shares on or after the Announcement Date and prior to the Effective Date, Navigator UK reserves the right to reduce the consideration payable for each Accrol Share under the terms of the Offer by the amount per Accrol Share of such dividend, distribution or other return of value. In such circumstances, Accrol Shareholders shall be entitled to retain any such dividend, distribution or other return of value announced, declared, made or paid.
6. If Navigator UK is required by the Panel to make an offer for Accrol pursuant to Rule 9 of the Takeover Code, Navigator UK may make such alterations to any of the above Conditions and terms of the Offer as are necessary to comply with the provisions of the Takeover Code.

## PART IV

### THE SCHEME OF ARRANGEMENT

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

CR-2024-001499

IN THE MATTER OF ACCROL GROUP HOLDINGS PLC  
AND IN THE MATTER OF THE COMPANIES ACT 2006  
SCHEME OF ARRANGEMENT  
(under Part 26 of the Companies Act 2006)

Between

**ACCROL GROUP HOLDINGS PLC**

and

**THE HOLDERS OF THE SCHEME SHARES**  
(as defined below)

#### PRELIMINARY

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

<b>Accrol</b>	Accrol Group Holdings plc, a public limited company incorporated in England and Wales with registered number 09019496;
<b>Accrol Articles</b>	the articles of association of Accrol, as amended from time to time;
<b>Accrol LTIP</b>	the Accrol Group Holdings Long-Term Incentive Plan 2021, adopted by the board of directors of Accrol on 5 March 2021;
<b>Accrol SAYE</b>	the Accrol Group Holdings Savings Related Share Option Scheme, adopted by the board of directors of Accrol on 18 May 2021;
<b>Accrol Shareholders</b>	holders of Accrol Shares for the time being;
<b>Accrol Shares</b>	the ordinary shares of £0.001 each in the capital of Accrol;
<b>Accrol Share Scheme Participants</b>	participants in the Accrol Share Schemes;
<b>Accrol Share Schemes</b>	the (i) Accrol SAYE and (ii) Accrol LTIP;
<b>Announcement Date</b>	22 March 2024;
<b>Business Day</b>	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in the City of London;
<b>certificated form or in certificated form</b>	a share or other security which is not in uncertificated form (that is, not in CREST);
<b>Companies Act</b>	the Companies Act 2006, as amended from time to time;

<b>Conditions</b>	the conditions to the implementation of the Offer, as set out in Part A of Part III ( <i>Conditions to the implementation of the Scheme and to the Offer</i> ) of the Document;
<b>Court</b>	the High Court of Justice in England and Wales;
<b>Court Meeting</b>	the meeting or meetings of the Scheme Shareholders (or the relevant class or classes thereof) to be convened by order of the Court pursuant to Part 26 of the Companies Act to consider and, if thought fit, approve the Scheme (with or without modification approved or imposed by the Court and agreed to by Navigator UK and Accrol), including any adjournment, postponement or reconvention thereof, notice of which is contained in Part VIII ( <i>Notice of Court Meeting</i> ) of the Document;
<b>Court Order</b>	the order of the Court sanctioning this Scheme under section 899 of the Companies Act;
<b>Court Sanction Hearing</b>	the hearing of the Court to sanction the Scheme under section 899 of the Companies Act;
<b>CREST</b>	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) (and with respect to the United Kingdom, as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018)), in respect of which Euroclear UK & International Limited is the Operator (as defined in the Regulations);
<b>CREST Manual</b>	the CREST Manual published by Euroclear, as amended from time to time;
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time;
<b>Document</b>	the circular dated 17 April 2024 addressed to Accrol Shareholders of which this Scheme forms part;
<b>Effective</b>	this Scheme having become effective in accordance with its terms, upon delivery of the Court Order to the Registrar of Companies for registration;
<b>Effective Date</b>	the date on which this Scheme becomes Effective;
<b>Euroclear</b>	Euroclear UK & International Limited, incorporated in England and Wales with registered number 02878738;
<b>Excluded Shares</b>	(i) any Accrol Shares legally or beneficially held by Navigator UK or any member of the Wider Navigator Group; or (ii) any Accrol Shares held by Accrol as treasury shares (within the meaning of the Companies Act);
<b>holder</b>	a registered holder and includes any person(s) entitled by transmission;
<b>Last Practicable Date</b>	15 April 2024, being the last practicable date prior to publication of the Document;
<b>Link Group</b>	a trading name of Link Market Services Limited, a private limited company incorporated in England and Wales with registered number 02605568;
<b>Long Stop Date</b>	30 June 2024 or such later date as (a) Navigator UK and Accrol may agree or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel, and in either case as the Court may approve, if such approval is required;

<b>Navigator</b>	The Navigator Company, S.A., a public company listed on the Euronext Lisbon incorporated under the laws of Portugal with company registered number PT 503025798;
<b>Navigator UK</b>	Navigator Paper UK Limited, a private limited company incorporated in England and Wales with registered number 03277517;
<b>Offer</b>	the proposed offer by Navigator UK for the entire issued and to be issued share capital of Accrol (other than Accrol Shares already held by or on behalf of Navigator UK, if any) pursuant to this Scheme, and, where the context permits, any subsequent revision, variation, extension or renewal thereof;
<b>Offer Price</b>	38 pence per Scheme Share;
<b>Panel</b>	the UK Panel on Takeovers and Mergers;
<b>Pounds sterling, pence, p or £</b>	the lawful currency of the United Kingdom for the time being;
<b>Registrar of Companies</b>	the registrar of companies in England and Wales;
<b>Scheme</b>	this proposed scheme of arrangement made under Part 26 of the Companies Act between Accrol and the Scheme Shareholders with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Navigator UK and Accrol;
<b>Scheme Record Time</b>	6.00 p.m. on the Business Day immediately prior to the Effective Date or such other date and/or time as Navigator UK and Accrol may agree;
<b>Scheme Shareholders</b>	the holders of Scheme Shares for the time being;
<b>Scheme Shares</b>	the Accrol Shares: <ul style="list-style-type: none"> <li>(a) in issue on the date of the Document;</li> <li>(b) (if any) issued after the date of the Document and prior to the Voting Record Time; and</li> <li>(c) (if any) issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or any subsequent holder thereof is bound by the Scheme, or shall by such time have agreed in writing to be bound by the Scheme,</li> </ul> in each case, remaining in issue at the Scheme Record Time but excluding any Excluded Shares at any relevant date or time;
<b>significant interest</b>	in relation to an undertaking, a direct or indirect interest in 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
<b>subsidiary undertaking</b>	has the meaning given in section 1162 of the Companies Act;
<b>Takeover Code</b>	the City Code on Takeovers and Mergers;
<b>uncertificated or in uncertificated form</b>	a share or other security recorded on the relevant register as being held in uncertificated form in crest and title to which, by virtue of the crest regulations, may be transferred by means of crest;

<b>Voting Record Time</b>	6.00 p.m. on 13 May 2024 or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two Business Days before the date of such adjourned meeting; and
<b>Wider Navigator Group</b>	Navigator and its subsidiary undertakings, associated undertakings and any other undertaking in which Navigator or such undertakings (aggregating their interests) have a significant interest (in each case, for the time being) but excluding the Wider Accrol Group,

and where the context so admits or requires, all references in this Scheme to the singular include the plural and *vice versa*.

- B. References to clauses, sub-clauses and paragraphs are to clauses, sub-clauses and paragraphs of this Scheme.
- C. Any phrase introduced by the term 'including' or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.
- D. The issued share capital of Accrol as at the Last Practicable Date was £318,878.097 divided into 318,878,097 ordinary shares of £0.001 each all of which were credited as fully paid, none of which were held by Accrol in treasury.
- E. Outstanding options to acquire Accrol Shares granted under the Accrol LTIP may be exercised in connection with the Offer, to the extent permitted in accordance with the Accrol LTIP rules and any other terms on which they were granted. In total 16,566,492 Accrol Shares may be issued pursuant to options granted under the Accrol LTIP.
- F. All of the options granted under or pursuant to the Accrol SAYE have an exercise price in excess of the Offer Price and as such no offer or proposal will be made to participants in the Accrol SAYE in accordance with Rule 15 of the Takeover Code. On this basis, it is not anticipated that any options under the Accrol SAYE will be exercised prior to the Effective Date.
- G. As at the Last Practicable Date, no member of the Wider Navigator Group is the registered holder of, or beneficially owns, any Accrol Shares.
- H. Navigator UK has, subject to the satisfaction or, where capable, waiver of the Conditions, agreed to appear by Counsel at the Court Sanction Hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to Navigator UK 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.
- I. References to times are to London time.

## **1. Transfer of Scheme Shares**

- 1.1 Upon and with effect from the Effective Date, Navigator UK (and/or such other nominee(s) of Navigator UK as Navigator UK, with the prior consent of the Panel, may determine) shall acquire all the Scheme Shares fully paid up, free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature whatsoever, and together with all rights or interests of any nature whatsoever at the Effective Date or thereafter attached to such Scheme Shares, including, without limitation, voting rights and the right to receive and retain in full (subject to clause 2.2 of this Scheme) all dividends and other distributions (if any) authorised, declared, made or paid or which become payable or any other return of value (whether made by a reduction of share capital or share premium account or otherwise) by Accrol made by reference to a record date falling on or after the Effective Date in respect of the Scheme Shares.
- 1.2 For the purposes of such Offer, the Scheme Shares shall be transferred from the Scheme Shareholders to Navigator UK (and/or such other nominee(s) of Navigator UK as Navigator UK, with the prior consent of the Panel, may determine) 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 transfers, any person may be appointed by Navigator UK as attorney and/or agent and/or otherwise on behalf of the holder or holders of Scheme Shares concerned, and is authorised as such attorney and/or agent and/or otherwise on behalf of the holder or holders of Scheme Shares concerned, to execute and deliver as transferor a form of transfer or other instrument (by deed or otherwise) or instruction of transfer of, or to procure the transfer by means of CREST or otherwise give any instructions to transfer, all of the Scheme Shares and every form, instrument or instruction of transfer so executed or instruction so given or transfer procured shall be as effective as if it had been executed or given or procured by the holder or holders of the Scheme Shares thereby transferred. Such form, instrument or instruction of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Navigator UK (and/or its nominee(s) of Navigator UK as agreed between Navigator UK and Accrol), together with the legal interest in such Scheme Shares, pursuant to such form, instrument or instruction of transfer, or by means of CREST.

1.3 With effect from the Effective Date and pending the registration of Navigator UK (or its nominee(s)) as the holder of any Scheme Share to be transferred pursuant to this Scheme in the register of members of Accrol to reflect such transfer, each Scheme Shareholder irrevocably:

- (a) appoints Navigator UK (and/or its nominee(s)), and Navigator UK (and/or its nominee(s)) shall be empowered to act, as attorney or, failing that, as agent and/or otherwise on behalf of each holder of any such Scheme Share to exercise on behalf of each Scheme Shareholder (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any and all rights and privileges (including the right to requisition the convening of a general meeting of Accrol or 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 Navigator UK (and/or its nominee(s)) and any one or more of its directors or agents to sign on behalf of such Scheme Shareholder any documents, and do all such things, as may in the opinion of Navigator UK (and/or such other nominee(s) of Navigator UK) 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 its Scheme Shares, including, without limitation, an authority to sign any consent to short notice of a general or separate class meeting of Accrol as attorney 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 Navigator UK (and/or such other nominee(s) of Navigator UK) and/or any one or more of its directors or agents to attend any general and separate class meetings of Accrol (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 Navigator UK (and/or its nominee(s)) to take such action as it sees fit in relation to any dealings with or disposal of such Scheme Shares (or any interest in such Scheme Shares) and authorises Accrol and/or its agents to send to Navigator UK (and/or its nominee(s)) any notice, circular, warrant or other document or communication which may be required to be sent to them as a holder 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 Effective Date, no Scheme Shareholder shall be entitled to exercise (and irrevocably undertakes not 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 otherwise than in accordance with the directions of Navigator UK (and/or such other nominee(s) of Navigator UK), and shall not appoint a proxy or representative for or to attend any general meeting, separate class meeting or other meeting of Accrol.

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.

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

2.1 In consideration for the transfer of the Scheme Shares to Navigator UK (and/or such other nominee(s) of Navigator UK as Navigator UK, with the prior consent of the Panel, may determine) as provided in clause 1, Navigator UK shall, subject as provided below, pay, or procure to be paid, to or for the account of each Scheme Shareholder (as appearing in the register of members of Accrol at the Scheme Record Time), in accordance with the provisions of clause 4:

### **38 pence in cash for each Scheme Share.**

2.2 Subject to sub-clause 2.4, if any dividend, other distribution or return of capital or value is authorised, declared, made, paid or becomes payable by Accrol in respect of the Accrol Shares on or after the Announcement Date and before the Effective Date, Navigator UK shall have the right (without prejudice to any of its other rights) to reduce the consideration payable under the Scheme per Scheme Share (as set out in sub-clause 2.1 above) by an amount up to the aggregate amount of such dividend and/or distribution and/or return of capital or value (as the case may be and calculated, for the avoidance of doubt, on a per Scheme Share basis), except where the Scheme Share is, or will be, acquired pursuant to the Scheme on a basis which entitles Navigator UK to receive such dividend, distribution or other return of capital or value (as the case may be) and to retain it.

2.3 If Navigator UK exercises its right referred to in sub-clause 2.2 to reduce the consideration payable per Scheme Share by all or part of an amount up to the aggregate amount of a dividend and/or distribution and/or return of capital or value (as the case may be), then: (a) holders of Accrol Shares appearing on the register of members of Accrol at the relevant record time as determined by the directors of Accrol shall be entitled to receive and retain the amount of that dividend, other distribution or return of capital or value in respect of the Accrol Shares they hold at such record time; (b) any reference in this Scheme and the Document 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 If and to the extent that any such dividend, distribution or other return of capital or value is authorised, declared, made or is payable and it is cancelled in full prior to the Effective Date, the consideration payable under the Scheme shall not be subject to change under sub-clause 2.2.

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

With effect from the Effective Date:

3.1 all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised in the certificates and every holder of Scheme Shares shall be bound to destroy such certificates;

3.2 or as soon as practicable after the Effective Date, Accrol shall procure that entitlements to Scheme Shares held within CREST are disabled and Euroclear shall be instructed to cancel the entitlements of Scheme Shareholders to Scheme Shares in uncertificated form;

3.3 or as soon as practicable after the Effective Date, following the cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Accrol's registrar, Link Group, shall (if necessary) be authorised to re-materialise entitlements to such Scheme Shares; and

3.4 or as soon as practicable after the Effective Date, and subject to completion, delivery and, if applicable, stamping of any form of transfer or other instrument or instruction of transfer as may be required in accordance with clause 1 above, Accrol will make, or procure to be made, appropriate entries in its register of members to reflect the transfer of the Scheme Shares to Navigator UK (and/or its nominee(s)) in accordance with clause 1.

#### **4. Despatch of consideration**

- 4.1 Settlement of any cash consideration to which a Scheme Shareholder is entitled shall be effected as follows:
- (a) in the case of Scheme Shares which at the Scheme Record Time are in certificated form, Navigator UK shall despatch, or procure to be despatched, to the persons entitled to such Scheme Shares (or as they may direct) in accordance with the provisions of sub-clauses 4.2, 4.5 and 4.6, (i) cheques; or (ii) payment by any other method that the Court, and the Panel, may allow, in each case for the sums payable to them respectively in accordance with clause 2; and
  - (b) in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, Navigator UK shall procure that Euroclear is instructed to create an assured payment obligation in favour of the appropriate payment bank of the persons entitled to the sums payable in accordance with clause 2 and in accordance with the CREST assured payment arrangements (as set out in the CREST Manual), provided that Navigator UK shall be entitled to make payment of the consideration by cheque as aforesaid in sub-clause 4.1(a) if, for any reason, it wishes to do so or if, for any reason, it is not able to effect settlement in accordance with this sub-clause 4.1(b).
- 4.2 Payments shall be made, and (where relevant) cheques shall be despatched, as soon as practicable on or after the Effective Date, and in any event not more than 14 days after the Effective Date (or such other period as may be agreed between Accrol and Navigator UK and approved by the Panel).
- 4.3 With effect from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.
- 4.4 In the case of the exercise of options granted under the Accrol Share Schemes, settlement of the consideration payable to Accrol Share Scheme Participants shall be made in accordance with the letters sent to the Accrol Share Scheme Participants.
- 4.5 All deliveries of notices, documents of title, cheques or certificates required to be made pursuant to this Scheme shall be effected by sending the same by first class post (or by international standard post, if overseas) in pre-paid envelopes addressed to the persons entitled to them at their respective registered addresses as appearing in the register of members of Accrol 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 Accrol in respect of such joint holding at the Scheme Record Time) and none of Accrol, Navigator UK, any member of the Wider Navigator Group, or their respective agents or nominees or Accrol's registrar and receiving agent, Link Group, shall be responsible for any loss or delay in the transmission of any notices, documents of title, cheques or certificates sent in accordance with this sub-clause 4.5 which shall be sent at the risk of the person or persons entitled to them.
- 4.6 All cheques shall be in Pounds sterling drawn on a UK clearing bank and shall be made payable to the Scheme Shareholder concerned. The encashment of any such cheque shall be a complete discharge of Navigator UK's obligations (and those of Navigator UK's respective agents or nominees) under this Scheme to pay or procure payment of the monies represented thereby.
- 4.7 In respect of payments made through CREST, Navigator UK shall procure that Euroclear is instructed to create an assured payment obligation in accordance with the CREST assured payment arrangements. The creation of such an appropriate assured payment obligation as set out in sub-clause 4.1(b) shall be a complete discharge of Navigator UK's obligations (and those of Navigator UK's respective agents or nominees) under this Scheme with reference to payments made through CREST.
- 4.8 If any Scheme Shareholders have not encashed their cheques within six months of the Effective Date, Navigator UK and Accrol shall procure that the cash consideration due to such Scheme Shareholders under this Scheme shall be held by Accrol's receiving agent, Link Group, for such Scheme Shareholders in a designated UK bank account for a period of



12 years from the Effective Date solely for the purpose of satisfying Navigator UK's payment obligations under the Scheme, and such Scheme Shareholders may claim the consideration due to them (net of any expenses and taxes) by written notice to Accrol or Link Group in a form which Accrol determines evidences their entitlement to such consideration at any time during the period of 12 years from the Effective Date, and Navigator UK undertakes that neither it nor its nominee(s) will seek, require or accept repayment of the monies so held for the purposes detailed above prior to the first Business Day after the 12th anniversary of the Effective Date or otherwise with the permission of the Court.

- 4.9 The preceding paragraphs of this clause 4 shall take effect subject to any prohibition or condition imposed by law.

## **5. Mandates**

Each mandate (including, without limitation, relating to the payment of dividends on any Scheme Shares) and other instructions (including communication preferences) given to Accrol by a Scheme Shareholder in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

## **6. Operation of this Scheme**

- 6.1 This Scheme shall become Effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration.
- 6.2 Unless this Scheme has become Effective as provided in clause 6.1 of this Scheme on or before 11.59 p.m. on the Long Stop Date this Scheme shall never become Effective.

## **7. Modification**

Accrol and Navigator UK 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 may be made pursuant to this clause once the Scheme has taken effect.

## **8. Governing law**

This Scheme and all rights and obligations arising from or in connection with it are governed by English law. Any dispute of any kind whatsoever arising directly or indirectly as a result of or in connection with this Scheme, irrespective of the causes of action, including whether based on contract or tort, shall be exclusively submitted to the courts of England and Wales. The rules of the Takeover Code will apply to this Scheme on the basis provided in the Takeover Code.

Dated: 17 April 2024

## **PART V**

### **FINANCIAL INFORMATION**

#### **1. Accrol financial information incorporated by reference**

The following sets out financial information in respect of Accrol as required by Rule 24.3 of the Takeover Code. The following documents (or parts thereof), 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 and are available from Accrol's website at <https://www.accrol.co.uk/investors/company-reports-presentations-and-circulars/>:

- the interim results for the six months ended 31 October 2023;
- the audited consolidated accounts for Accrol for the financial year ended 30 April 2023 which are set out on pages 54 to 93 (both inclusive) of Accrol's annual report and accounts 2023; and
- the audited consolidated accounts of Accrol for the financial year ended 30 April 2022 which are set out on pages 51 to 89 (both inclusive) of Accrol's annual report and accounts 2022.

#### **2. Navigator UK and Navigator financial information**

Navigator UK is a private limited company registered in England and Wales with company number 03277517 and incorporated on 7 November 1996. Navigator UK is an indirect wholly owned subsidiary of Navigator.

The following sets out financial information in respect of Navigator and the Navigator Group (including Navigator UK) as required by Rule 24.3 of the Takeover Code and Note 1 on Rule 24.3 of the Takeover Code. The following documents (or parts thereof), the contents of which have been previously announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code and are available from Navigator's website at <https://en.thenavigatorcompany.com/Investors/Financial-Information>:

- the audited consolidated financial statements of Navigator for the financial year ended 31 December 2022 are set out on pages 176 to 335 (both inclusive) of the Navigator Group's 2022 annual report; and
- the audited consolidated financial statements of Navigator for the financial year ended 31 December 2021 are set out on pages 180 to 290 (both inclusive) of the Navigator Group's 2021 annual report.

#### **3. Effect of Scheme becoming Effective on Navigator UK**

Following the Scheme becoming Effective, the earnings, assets and liabilities of Navigator will include the consolidated earnings, assets and liabilities of the Accrol Group.

#### **4. Hard copies**

- 4.1 Recipients of this document may request hard copies of the information incorporated into this document by reference by submitting a request in writing to Link Group at PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL or by contacting Link Group on +44 (0) 371 664 0321. 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 a.m. to 5.30 p.m. 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 Offer.
- 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 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 VI

### ADDITIONAL INFORMATION

#### 1. Responsibility

- 1.1 The Accrol Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this document (including any expressions of opinion) other than the information for which responsibility is taken by others pursuant to paragraphs 1.2 and 1.3 below. To the best of the knowledge and belief of the Accrol Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document 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 Navigator UK Directors, whose name are set out in paragraph 2.2 below, accept responsibility for the information contained in, or incorporated by reference into, this document (including any expressions of opinion) relating to the Wider Navigator Group, themselves and their respective close relatives, related trusts of and other connected persons and persons acting in concert (as such term is defined in the Takeover Code) with Navigator UK. To the best of the knowledge and belief of the Navigator UK Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3 The Navigator Responsible Persons, whose names are set out in paragraph 2.3 below, accept responsibility for the information contained in, or incorporated by reference into, this document (including any expressions of opinion) relating to the Wider Navigator Group, themselves and their respective close relatives, related trusts of and other connected persons and persons acting in concert (as such term is defined in the Takeover Code) with Navigator UK. To the best of the knowledge and belief of the Navigator Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this document 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 Responsible Persons

- 2.1 The Accrol Directors and their positions in Accrol are as follows:

<i>Name</i>	<i>Position</i>
Dan Wright	Executive Chairman
Gareth Jenkins	Chief Executive Officer
Christopher Welsh	Chief Financial Officer
Euan Hamilton	Non-Executive Director
Simon Allport	Non-Executive Director

The registered office of Accrol and the business address of each of the Accrol Directors is Delta Building, Roman Road, Blackburn, Lancashire, BB1 2LD. The Company Secretary of Accrol is Richard Almond.

- 2.2 The Navigator UK Directors and their positions in Navigator UK are as follows:

<i>Name</i>	<i>Position</i>
José Fernando Morais Carreira de Araújo	Executive Director
António Quirino Vaz Duarte Soares	Executive Director
Ashley James Miller	Executive Director

Navigator UK is a private limited company incorporated in England. The registered office address of Navigator UK and the business address of the Navigator UK Directors is 5 The Courtyard, London Road, Newbury, Berkshire, RG14 1AX. The company secretary of Navigator UK is Ashley Miller.

2.3 The Navigator Responsible Persons and their respective positions in Navigator are as follows:

<i>Name</i>	<i>Position</i>
Ricardo Miguel dos Santos Pacheco Pires	Chairman
António José Pereira Redondo	Chief Executive Officer
José Fernando Morais Carreira de Araújo	Executive Director
António Quirínio Vaz Duarte Soares	Executive Director
Joao Paulo Cabete Goncalves Lé	Executive Director
Nuno Miguel Moreira de Araujo do Santos	Executive Director
Dorival Martins de Almeida	Executive Director
Ana Teresa Cunha de Pinho Tavare Lehmann	Non-Executive Director
Hugo Alexandre Lopes Pinto	Non-Executive Director
Maria Isabel da Silva Marques Abranches Viegas	Non-Executive Director
Maria Teresa Aliu Presas	Non-Executive Director
Mariana Rita Antunes Marques dos Santos	Non-Executive Director
Sandra Maria Soares Santos	Non-Executive Director
Vitor Paulo Paranhos Pereira	Non-Executive Director

Navigator is a public company listed on the Euronext Lisbon Stock Exchange and incorporated under the laws of Portugal with company registered number PT 503025798. The registered office address of Navigator and the business address of each of the Navigator Responsible Persons is Península da Mitrena 2910-738 Setúbal, Portugal. The company secretary of Navigator is António Pedro Gomes Paula Neto Alves.

### 3. Market quotations

The following table lists the Closing Prices for Accrol Shares on: (a) the first trading day in each of the six months prior to the date of this document, (b) 21 March 2024 (being the last Business Day prior to the commencement of the Offer Period), and (c) the Last Practicable Date:

<i>Date</i>	<i>Accrol Share price (p)</i>
15 April 2024	39.2
2 April 2024	38.8
21 March 2024	34.0
1 March 2024	35.9
1 February 2024	35.2
2 January 2024	38.3
1 December 2023	31.2
1 November 2023	29.8

### 4. Interests and dealings in relevant securities

#### 4.1 For the purposes of this paragraph 4:

- (a) “**acting in concert**” has the meaning given to it in the Takeover Code;
- (b) “**close relative**” has the meaning given to it in the Takeover Code;
- (c) “**Connected Adviser**” has the meaning given to it in the Takeover Code.
- (d) “**control**” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights (as defined in the Takeover Code) of a company, irrespective of whether such interests give *de facto* control;
- (e) “**dealing**” has the meaning given to it in the Takeover Code and “**dealt**” has the corresponding meaning;
- (f) “**derivative**” has the meaning given to it in the Takeover Code;
- (g) “**disclosure period**” means the period beginning on 22 March 2023 (being the date that is 12 months before the commencement of the Offer Period) and ending on the Last Practicable Date;

- (h) “**financial collateral arrangements**” are arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code;
- (i) “**interest**” or “**interests**” in relevant securities shall have the meaning given to it in the Takeover Code and references to interests of the Navigator Directors or interests of the Accrol Directors in relevant securities shall include all interests of any other person whose interests in such securities the Navigator Directors or, as the case may be, the Accrol Directors, are taken to be interested in pursuant to Part 22 of the Companies Act;
- (j) “**Note 11 arrangement**” means 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 to vote in favour of the Scheme, details of which are set out in paragraph 10 of this Part VI);
- (k) “**relevant securities**” means relevant Navigator securities, relevant Navigator UK securities and relevant Accrol securities;
- (l) “**relevant Navigator securities**” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of Navigator including equity share capital of Navigator (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;
- (m) “**relevant Navigator UK securities**” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of Navigator UK including equity share capital of Navigator UK (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;
- (n) “**relevant Accrol securities**” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Accrol including equity share capital of Accrol (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and
- (o) “**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.

*Persons acting in concert*

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

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Accrol</i>
Stifel Nicolaus Europe Limited	4th Floor, 150 Cheapside, London, EC2V 6ET	Connected Adviser – Rule 3 adviser and lead financial adviser
Zeus Capital Limited	82 King Street, Manchester, M2 4WQ	Connected Adviser – nominated adviser and joint financial adviser

- 4.3 In addition to the Navigator UK Directors and the Navigator Directors (together with their close relatives and related trusts) and members of the Wider Navigator Group, the persons who, for the purposes of the Takeover Code, are acting in concert with Navigator UK in respect of the Offer and who are required to be disclosed are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Navigator and Navigator UK</i>
N.M. Rothschild & Sons Limited	New Court, St Swithin's Lane, London, EC4N 8AL	Connected Adviser – financial adviser to Navigator UK

*Interests and dealings in relevant securities of Accrol*

- 4.4 As at the Last Practicable Date, and in addition to those interests disclosed at paragraph 4.5 below, the Accrol Directors (and their close relatives and related trusts) held the following interests in, or rights to subscribe in respect of, relevant Accrol securities:

<i>Accrol Director</i>	<i>Number of Accrol Shares</i>
Dan Wright <sup>(1)</sup>	12,608,422
Gareth Jenkins <sup>(2)</sup>	4,515,808

Notes:

(1) Includes 10,786,972 Accrol Shares beneficially owned by Gomrath Limited, a family investment company controlled by Dan Wright.

(2) Includes 3,087,785 Accrol Shares beneficially owned by Susan Jenkins, a connected person of Gareth Jenkins.

- 4.5 As at the Last Practicable Date, the Accrol Directors held the following outstanding options over relevant Accrol securities:

<i>Name</i>	<i>Accrol Share Scheme</i>	<i>Date of grant of option</i>	<i>Number of options outstanding</i>	<i>Vesting date</i>	<i>Exercise price per share</i>
Dan Wright	Accrol SAYE	16/06/2021	11,180	01/07/2024	£0.483
	Accrol LTIP	24/02/2022	1,197,391	30/04/2024	£0.001
	Accrol LTIP	18/11/2022	1,153,098	30/04/2025	£0.001
	Accrol LTIP	05/02/2024	488,709	30/04/2026	£0.001
Gareth Jenkins	Accrol SAYE	16/06/2021	11,180	01/07/2024	£0.483
	Accrol LTIP	24/02/2022	2,494,565	30/04/2024	£0.001
	Accrol LTIP	18/11/2022	2,402,287	30/04/2025	£0.001
	Accrol LTIP	05/02/2024	1,055,065	30/04/2026	£0.001
Christopher Welsh	Accrol LTIP	18/11/2022	650,407	30/04/2025	£0.001
	Accrol LTIP	04/04/2023	765,217	30/04/2024	£0.001
	Accrol LTIP	05/02/2024	401,700	30/04/2026	£0.001
Simon Allport	Accrol SAYE	16/06/2021	11,180	01/07/2024	£0.483

- 4.6 As at the Last Practicable Date, the interests, rights to subscribe and short positions in respect of relevant Accrol securities held by persons acting in concert with Accrol (excluding the Accrol Directors and their close relatives and related trusts) were as follows:

<i>Name</i>	<i>Nature of interest or rights concerned</i>	<i>Number</i>
Zeus Capital Investment Limited	Warrants	2,790,361
Zeus Capital Limited	Accrol Shares	3,100,405 <sup>(1)</sup>

Note:

(1) Includes 905,943 Accrol Shares beneficially owned by Richard Hughes, the majority shareholder in Zeus Capital Limited.

- 4.7 During the Offer Period, no dealings in relevant Accrol securities by Accrol Directors (and their close relatives and related trusts) have taken place.

- 4.8 As at the Last Practicable Date, none of the Navigator UK Directors, the Navigator Directors, Navigator UK, Navigator or persons acting in concert with Navigator UK held any interests, rights to subscribe or short positions in relevant Accrol securities.

- 4.9 During the disclosure period, none of Navigator UK, Navigator, the Navigator UK Directors, the Navigator Directors or persons acting in concert with Navigator UK dealt in relevant Accrol securities.
- 4.10 As at the Last Practicable Date, none of the Navigator UK Directors, the Navigator Directors or their respective close relatives and related trusts held any interests in, or rights to subscribe in respect of, relevant Accrol securities.

*General*

- 4.11 Save as disclosed in this document, as at the Last Practicable Date:
- (a) none of Accrol, any Accrol Directors, any close relatives or related trusts of such directors, nor any other person acting in concert with Accrol, nor any person with whom Accrol or any person acting in concert with Accrol has an arrangement, was interested, had any rights to subscribe or had any short positions in respect of any relevant Accrol securities or relevant Navigator securities or relevant Navigator UK securities, nor has any such person dealt in any such relevant securities during the Offer Period;
  - (b) none of Navigator, Navigator UK, any Navigator Directors, any close relatives or related trusts of such directors, nor any other person acting in concert with Navigator nor any person with whom Navigator or any person acting in concert with Navigator has an arrangement, was interested, had any rights to subscribe or had any short positions in respect of any relevant Accrol securities nor has any such person dealt in any relevant securities during the disclosure period;
  - (c) neither Accrol nor any person acting in concert with Accrol has borrowed or lent any relevant Accrol securities (including any financial collateral arrangements) during the Offer Period, save for any borrowed shares which have either been on-lent or sold;
  - (d) neither Navigator UK, Navigator nor any person acting in concert with Navigator UK has borrowed or lent any relevant Accrol securities (including any financial collateral arrangements) during the Offer Period, save for any borrowed shares which have either been on-lent or sold;
  - (e) none of Accrol, or any person acting in concert with Accrol has any Note 11 arrangement with any person in respect of relevant Accrol securities or relevant Navigator securities or relevant Navigator UK securities; and
  - (f) none of Navigator UK, Navigator or any or any person acting in concert with Navigator UK has any Note 11 arrangement with any person in respect of relevant Accrol securities or relevant Navigator securities or relevant Navigator UK securities.

**5. Bases of calculation and sources of information**

In this document, unless otherwise stated, or the context otherwise requires, the following bases and sources have been used:

- 5.1 The fully diluted equity value of Accrol has been calculated as being approximately £127.5 million on the basis of a fully diluted issued ordinary share capital of 335,444,589 Accrol Shares, being:
- (a) 318,878,097 Accrol Shares in issue as at the Last Practicable Date; plus
  - (b) 16,566,492 Accrol Shares to be issued on the expected exercise of options granted or expected to be granted under the Accrol LTIP on the exercise of options under the Accrol LTIP,

(excluding the Warrants (as the outstanding Warrants are to be surrendered by the Warrant Holder and cancelled upon the Offer becoming Effective)).



- 5.2 The enterprise value of Accrol has been calculated as being approximately £184.8 million on the basis of:
- (a) Accrol's fully diluted equity value of approximately £127.5 million (as set out in paragraph 5.1 above); plus
  - (b) Accrol's net debt of approximately £57.4 million (as set out in paragraph 5.3 below).
- 5.3 Accrol's net debt of approximately £57.4 million has been calculated as per note 9 of Accrol's interim results for the 6 months ended 31 October 2023 published by Accrol on 30 January 2024. This includes: total borrowing (excluding finance fees); less: lease receivables; less: cash and cash equivalents.
- 5.4 Accrol's LTM (last twelve months) adjusted EBITDA of £18.7 million for the period ended 31 October 2023 has been calculated by reference to Accrol's adjusted EBITDA of £15.6 million (as published in its audited consolidated accounts for the 12 months ended 30 April 2023) less Accrol's adjusted EBITDA of £7.1 million (as published in its interim results for the 6 months ended 31 October 2022) plus Accrol's adjusted EBITDA of £10.2 million (as published in its interim results for the 6 months ended 31 October 2023).
- 5.5 The premia calculations to the price per Accrol Share used in this document have been calculated by reference to:
- (a) the Closing Price on 21 March 2024 (being the last Business Day before the commencement of the Offer Period) of 34.0 pence per Accrol Share;
  - (b) the Volume Weighted Average Price of 29.5 pence per Accrol Share during the 6-month period ended on the last Business Day before the commencement of the Offer Period); and
  - (c) the Volume Weighted Average Price of 30.8 pence per Accrol Share during the 12-month period ended on the last Business Day before the commencement of the Offer Period).
- 5.6 Unless otherwise stated, the financial information of Accrol is extracted (without material adjustment) from the annual report and audited accounts of the Accrol for the 12 months ended 30 April 2023).
- 5.7 Certain figures included in this document have been subject to rounding adjustments.

## **6. Financing and cash confirmation**

- 6.1 The Offer values the entire issued and to be issued share capital of Accrol at approximately £127.5 million.
- 6.2 The Consideration payable by Navigator UK to Accrol Shareholders pursuant to the terms of the Offer will be financed from the existing cash resources available to Navigator and transferred to Navigator UK pursuant to an inter-company loan, details of which are set out in paragraph 8.2 below.
- 6.3 Rothschild & Co, in its capacity as financial adviser to Wider Navigator Group, is satisfied that sufficient cash resources are available to Navigator UK to enable it to satisfy in full the Consideration payable to Accrol Shareholders under the terms of the Offer.

## 7. Accrol Directors' service contracts, letters of appointment and termination arrangements

### *Executive Accrol Directors*

7.1 The executive Accrol Directors have entered into service contracts with Accrol Papers Limited ("**Accrol Papers**"), as summarised below:

(a) *Dan Wright (Executive Chairman)*

Dan Wright is engaged under a service agreement with Accrol Papers and his appointment is for an indefinite term which commenced on 3 February 2018. He is entitled to an annual salary of £189,790 and entitled to participate in a discretionary performance related annual bonus scheme pursuant to which he may receive an annual bonus of up to 120 per cent. of annual salary. Accrol's Remuneration Committee has determined that Dan will receive his full bonus entitlement for the financial year ending 30 April 2024. He also receives benefits such as private medical insurance and life assurance.

Dan's appointment can be terminated by either party giving not less than nine months' notice in writing. Accrol Papers reserves the right to end Dan's employment without any notice (or part thereof) by making a payment in lieu of notice equal to the amount of his salary (excluding any contractual benefits but including any bonus to which he has already become entitled to) in respect of that part of the period of notice. Dan can be placed on garden leave. Accrol Papers is also entitled to dismiss Dan without notice in certain circumstances such as gross misconduct or following a serious or repeated breach of his duties.

Upon termination of his employment by whatever means, Dan shall at the request of Accrol Papers resign from his office as a director of Accrol and any other associated company, return any property of Accrol and any other associated company and repay all outstanding debts or loans due to Accrol and any other associated company. Accrol Papers agree to reimburse Dan for all expenses reasonably incurred in the proper performance of his duties.

Dan is subject to post-termination restrictive covenants which restrict him, without the prior written consent of the Accrol Board, for a period of 6 months from the date of his termination from (a) being engaged in any competing business save for holding 3 per cent. of any class of shares in in any company listed on a recognised exchange, (b) dealing or seeking to deal with customers or suppliers of Accrol with whom he had direct dealings or personal contact with, (c) soliciting business or enticing away from Accrol business with the intent of harming the goodwill and/or damaging the business of Accrol, (d) employing any key employee or soliciting them away from Accrol and (e) doing or saying anything which is materially harmful to the reputation or goodwill of Accrol.

(b) *Gareth Jenkins (Chief Executive Officer)*

Gareth Jenkins is engaged under a service agreement with Accrol Papers Limited and his appointment is for an indefinite term which commenced on 11 September 2017. He is entitled to an annual salary of £409,734 and entitled to participate in a discretionary performance related annual bonus scheme pursuant to which he may receive an annual bonus of up to 120 per cent. of annual salary. Accrol's Remuneration Committee has determined that Gareth will receive his full bonus entitlement for the financial year ending 30 April 2024. He also receives benefits such as private medical insurance and life assurance.

Gareth's appointment can be terminated by either party giving not less than twelve months' notice in writing. Accrol Papers reserves the right to end Gareth's employment without any notice (or part thereof) by making a payment in lieu of notice equal to the

amount of his salary (excluding any contractual benefits but including any bonus to which he has already become entitled) in respect of that part of the period of notice. Gareth can be placed on garden leave. Accrol Papers is also entitled to dismiss Gareth without notice in certain circumstances such as gross misconduct or following a serious or repeated breach of his duties.

Upon termination of his employment by whatever means, Gareth shall at the request of Accrol Papers resign from his office as a director of Accrol and any other associated company, return any property of Accrol and any other associated company and repay all outstanding debts or loans due to Accrol and any other associated company. Accrol agree to reimburse Gareth for all expenses reasonably incurred in the proper performance of his duties.

Gareth is subject to post-termination restrictive covenants which restrict him, without the prior written consent of the Accrol Board, for a period of 6 months from the date of his termination from (a) being engaged in any competing business save for holding 3 per cent. of any class of shares in in any company listed on a recognised exchange, (b) dealing or seeking to deal with customers or suppliers of Accrol with whom he had direct dealings or personal contact with, (c) soliciting business or enticing away from Accrol business with the intent of harming the goodwill and/or damaging the business of Accrol, (d) employing any key employee or soliciting them away from Accrol and (e) doing or saying anything which is materially harmful to the reputation or goodwill of Accrol.

(c) *Christopher Welsh (Chief Financial Officer)*

Christopher Welsh is engaged under a service agreement with Accrol Papers and his appointment is for an indefinite term which commenced on 1 May 2023. He is entitled to an annual salary of £180,000 and entitled to participate in a discretionary performance related annual bonus scheme pursuant to which he may receive an annual bonus of up to 100 per cent. of annual salary. Accrol's Remuneration Committee has determined that Christopher will receive his full bonus entitlement for the financial year ending 30 April 2024. He also receives benefits such as private medical insurance and life assurance.

Christopher's appointment can be terminated by either party giving not less than twelve months' notice in writing. Accrol Papers reserves the right to end Christopher's employment without any notice (or part thereof) by making a payment in lieu of notice equal to the amount of his salary (excluding any contractual benefits but including any bonus to which he has already become entitled) in respect of that part of the period of notice. Christopher can be placed on garden leave. Accrol Papers is also entitled to dismiss Christopher without notice in certain circumstances such as gross misconduct or following a serious or repeated breach of his duties.

Upon termination of his employment by whatever means, Christopher shall at the request of Accrol Papers resign from his office as a director of Accrol and any other associated company, return any property of Accrol and any other associated company and repay all outstanding debts or loans due to Accrol and any other associated company. Accrol agree to reimburse Christopher for all expenses reasonably incurred in the proper performance of his duties.

Christopher is subject to post-termination restrictive covenants which restrict him, without the prior written consent of the Accrol Board, for a period of 12 months from the date of his termination from (a) being engaged in any competing business save for holding 3 per cent. of any class of shares in in any company listed on a recognised exchange, (b) dealing or seeking to deal with customers or suppliers of Accrol with whom he had direct dealings or personal contact with, (c) soliciting business or enticing away from Accrol business with the intent of harming the goodwill and/or damaging the business of Accrol, (d) employing any key employee or soliciting them away from Accrol and (e) doing or saying anything which is materially harmful to the reputation or goodwill of Accrol.

7.2 The executive Accrol Directors have entered into settlement agreements with Accrol Papers where they have relinquished contractual termination payments due totalling £779,524 and up to £861,470 (FY25 bonus entitlement), these are summarised below:

(a) *Dan Wright (Executive Chairman)*

Dan Wright has entered into a settlement agreement dated 22 March 2024 with Accrol Papers, which, conditional upon the scheme becoming Effective, terminates his employment and directorships of Accrol Group companies with immediate effect without notice, pay or benefits. Under the terms of the agreement, Dan Wright has foregone his contractual termination notice payment of £189,790, benefits and accrued bonus entitlements for that period. Following the Effective Date, he shall have no further entitlement to bonus, pay or benefits. In consideration for a payment of £200, Dan Wright has also agreed to extend the time period of his post-termination restrictive covenants (as set out in his service agreement above) from 6 months to 12 months.

By deed of variation dated 17 April 2024, Dan Wright's settlement agreement was varied so as to agree the deductions, subject to Accrol Paper's compliance with applicable laws at the time of making such deductions, that will be made from the settlement of the Consideration to which Dan Wright is entitled under the Scheme in respect of any Accrol Shares acquired by him pursuant to the exercise of options under the Accrol Share Schemes (as detailed at paragraph 13 (C) of Part II (*Explanatory Statement*) of this document).

(b) *Gareth Jenkins (Chief Executive Officer)*

Gareth Jenkins has entered into a settlement agreement dated 22 March 2024 with Accrol Papers, which, conditional upon the scheme becoming Effective, terminates his employment and directorships of Accrol Group companies with immediate effect without notice, pay or benefits. Under the terms of the agreement, Gareth Jenkins has foregone his contractual termination notice payment of £409,734, benefits and accrued bonus entitlements for that period. Following the Effective Date, he shall have no further entitlement to bonus, pay or benefits. In consideration for a payment of £200, Gareth Jenkins has also agreed to extend the time period of his post-termination restrictive covenants (as set out in his service agreement above) from 6 months to 12 months.

By deed of variation dated 17 April 2024, Gareth Jenkins' settlement agreement was varied so as to agree the deductions, subject to Accrol Paper's compliance with applicable laws at the time of making such deductions, that will be made from the settlement of the Consideration to which Gareth Jenkins is entitled under the Scheme in respect of any Accrol Shares acquired by him pursuant to the exercise of options under the Accrol Share Schemes (as detailed at paragraph 13 (C) of Part II (*Explanatory Statement*) of this document).

(c) *Christopher Welsh (Chief Financial Officer)*

Christopher Welsh has entered into a settlement agreement dated 22 March 2024 with Accrol Papers, which, conditional upon the scheme becoming Effective, terminates his employment and directorships of Accrol Group companies with immediate effect without notice, pay or benefits. Under the terms of the agreement, Christopher Welsh has foregone his contractual termination notice payment of £180,000, benefits and accrued bonus entitlements for that period. Following the Effective Date, he shall have no further entitlement to bonus, pay or benefits.

By deed of variation dated 17 April 2024, Christopher Welsh's settlement agreement was varied so as to agree the deductions, subject to Accrol Paper's compliance with applicable laws at the time of making such deductions, that will be made from the settlement of the Consideration to which Christopher Welsh is entitled under the Scheme in respect of any Accrol Shares acquired by him pursuant to the exercise of options under the Accrol Share Schemes (as detailed at paragraph 13 (C) of Part II (*Explanatory Statement*) of this document).

### *Non-Executive Accrol Directors*

7.3 The non-executive Accrol Directors have entered into letters of appointment with Accrol, as follows:

<i>Name</i>	<i>Date of appointment</i>	<i>Notice periods</i>	<i>Fees (per annum)</i>
Euan Hamilton (Independent Non-Executive Director)	27 August 2018	6 months	£55,000
Simon Allport (Independent Non-Executive Director)	10 October 2018	6 months	£55,000

7.4 The non-executive Accrol Directors have entered into resignation letters with Accrol, as summarised below:

(a) *Euan Hamilton (Independent Non-Executive Director)*

The services of Euan Hamilton as non-executive Director provided under the terms of a letter of appointment with Accrol which was effective from 2018 and amended on 1 May 2022 will, conditional upon the Scheme becoming Effective, terminate with immediate effect by a notice of termination letter from Accrol dated 22 March 2024. Pursuant to the termination letter Euan Hamilton, will be entitled to a payment in lieu of 6 months' contractual notice in the sum of £27,500 together with the sum of £25,000 accrued fees for incremental services (with the aggregate amount payable within 7 days of the Scheme becoming Effective).

(b) *Simon Allport (Independent Non-Executive Director)*

The services of Simon Allport as non-executive Director provided under the terms of a letter of appointment with Accrol dated 10 October 2018 will, conditional upon the Scheme becoming Effective, terminate with immediate effect by a notice of termination letter from Accrol dated 22 March 2024. Pursuant to the termination letter, Simon Allport will be entitled to a payment in lieu of 6 months' contractual notice in the sum of £27,500 (payable within 7 days of the Scheme becoming Effective).

### *General*

7.5 Accrol has directors' and officers' indemnity insurance in place in respect of the Accrol Board and wider officers.

7.6 Accrol Directors' appointments are subject to election at the first annual general meeting following the appointment, and to re-election at least every three years or more frequently if required to meet a requirement of one-third of directors to be re-elected at each annual general meeting.

7.7 The fees payable to the Accrol Directors are subject to annual review by the Accrol Board or the Remuneration Committee of the Accrol Board, as applicable.

7.8 Save as disclosed above:

- (a) there are no service contracts or letters of appointment between any Accrol Director or any person who has been proposed as a director of Accrol and any member of the Accrol Group; and
- (b) no such contract or letter of appointment has been entered into or amended within the six months preceding the date of this document.

7.9 Save as set out in this document, the effect of the Scheme on the interests of Accrol Directors does not differ from its effect on the like interests of any other Scheme Shareholder or Accrol Share Scheme Participant.

## 8. Material Contracts

### 8.1 *Accrol material contracts*

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by Accrol and/or its subsidiaries since 22 March 2022 (being the date two years before the commencement of the Offer Period) and ending on the Last Practicable Date and which are or may be considered material:

#### *Appointment of Shore Capital Stockbrokers as joint broker*

On 10 February 2023, Accrol entered into an engagement letter with Shore Capital Stockbrokers Limited ("**SCS**") pursuant to which Accrol appointed SCS to act as joint broker ("**SCS EL**").

The SCS EL contains certain undertakings, warranties and indemnities given by Accrol to SCS. The SCS EL is for a fixed term of 12 months and thereafter is terminable upon not less than 3 months' prior written notice by either Accrol or SCS and in certain other customary circumstances.

#### *Amendment to Debt Purchase Facility*

On 7 August 2023, HSBC Invoice Finance (UK) Limited ("**HSBC IF**") issued a letter to Accrol Papers Limited amending a debt purchase agreement (the "**Debt Purchase Facility**") dated 27 October 2021 and previously amended on 10 August 2022.

Under the Debt Purchase Facility, Accrol Papers Limited assigned all existing and future debts to HSBC IF. HSBC IF applies a discounting charge of 2.1 per cent. above the Bank of England's base rate per annum to those debts which it collects on behalf of Accrol Papers Limited.

In consideration of this, HSBC IF makes advance payments available to Accrol Papers Limited of up to 85 per cent. of notifiable debts (subject to a maximum facility limit). Pursuant to the amendment agreement dated 7 August 2023, the maximum available facility limit is £30,000,000.

#### *Amendment and restatement agreement*

On 17 August 2023, Accrol, amongst others, entered into an amendment and restatement agreement in respect of a senior facility agreement with HSBC UK Bank PLC dated 28 August 2020 and as amended on 26 April 2022, consisting of a revolving credit facility of £24 million (the "**RCF**").

The RCF is repayable on 28 February 2025. Interest is charged on the outstanding amount at a variable rate of 2.95 per cent. above the SONIA (sterling overnight index average) reference rate.

The RCF is secured with fixed and floating charges over the Accrol Group's assets and a cross guarantee across certain companies in the Accrol Group.

#### *Share purchase agreement relating to Severn Delta Limited*

On 17 January 2024, Accrol entered into a share purchase agreement ("**SD SPA**") with several individual sellers ("**SD Sellers**") to acquire the entire issued share capital of Severn Delta Limited ("**SD**") ("**SD Acquisition**").

Under the terms of the SD SPA, the purchase price was structured as an initial payment of £1,520,000 payable by Accrol to the SD Sellers on completion of the SD Acquisition as adjusted in accordance with completion accounts.

The SD Sellers have given customary warranties and a tax covenant. The aggregate liability of the SD Sellers for all warranty claims and tax claims shall not exceed the consideration paid by Accrol.

The SD Sellers gave certain non-compete and non-solicitation undertakings to Accrol for a period of three years following 17 January 2024.

## 8.2 ***Navigator material contracts***

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by Navigator and/or its subsidiaries since 22 March 2022 (being the date two years before the commencement of the Offer Period) and ending on the Last Practicable Date and which are or may be considered material:

### *Inter-company loan agreement*

On 20 March 2024, Navigator UK, as borrower, entered into a loan agreement with Navigator, as lender, pursuant to which the lender lent the borrower an amount of £127,468,943.82 on certain funds terms. The proceeds of the loan are to be applied only for the purposes of fulfilling its obligations in connection with the Offer, including: to pay the cash consideration for the Accrol Shares, and to pay fees, costs and expenses incurred in connection with the Offer. Interest, at a rate to be determined on arm's length terms by the lender, accrues daily on the outstanding principal amount of the loan from drawdown until full repayment.

### *Acquisition of Gomà-Camps tissue business*

On 1 February 2023, Navigator, as purchaser, entered into a share purchase agreement with Gomà-Camps Grup, S.L., as seller, for the acquisition of Gomà-Camps Group's consumer tissue business (for an enterprise value of €85,000,000). Under the terms of the sale and purchase agreement, Navigator acquired the entire issued share capital of the Spanish company Gomà-Camps Consumer, S.L.U. and indirectly acquired its wholly-owned French subsidiary Gomà-Camps France SAS. Gomà-Camps Grup, S.L. entered into customary warranties and non-compete restrictions as part of the transaction. The share purchase agreement is governed by Spanish law and any disputes are subject to arbitration settled by the International Chamber of Commerce.

## 9. **Offer related arrangement**

### *Confidentiality Agreement*

Navigator and Accrol entered into a confidentiality agreement on 12 January 2024, pursuant to which Navigator has undertaken (in respect of itself, the Wider Navigator Group and its Related Persons (as such term is defined in the Confidentiality Agreement)) to keep confidential information relating to, among other things, Accrol, and not to disclose it to third parties (with certain exceptions) unless required by law or regulation or permitted pursuant to limited carve-outs to the obligations of confidentiality. The Confidentiality Agreement also includes customary standstill and non-solicitation obligations applicable to Navigator.

The confidentiality obligations will remain in force until the Scheme becomes Effective or, in the event the Scheme does not become Effective, until the date falling 18 months from the date of the Confidentiality Agreement.

## 10. Irrevocable undertakings

### 10.1 *Accrol Directors*

The following Accrol Directors have each given an irrevocable undertaking to vote (or procure the voting) in favour of the Scheme at the Court Meeting and in favour of the Resolution to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, such Takeover Offer) in respect of their own (and their connected persons') interests in Accrol Shares:

<i>Name</i>	<i>Number of Accrol Shares</i>	<i>Per cent. of Accrol Shares in issue</i>
Dan Wright <sup>(1)</sup>	12,608,422	4.0
Gareth Jenkins <sup>(2)</sup>	4,515,808	1.4
Christopher Welsh <sup>(3)</sup>	Nil	Nil
<b>Total</b>	<b>17,124,230</b>	<b>5.4</b>

Notes:

- (1) Includes 10,786,972 Accrol Shares beneficially owned by Gomrath Limited, a family investment company controlled by Dan Wright.
- (2) Includes 3,087,785 Accrol Shares beneficially owned by Susan Jenkins, a connected person of Gareth Jenkins.
- (3) Christopher Welsh has provided an irrevocable undertaking in relation to his interests in Accrol Shares held under option pursuant to the Accrol LTIP.

These irrevocable undertakings given by the Accrol Directors will continue to be binding in the event that a higher competing offer is made for Accrol.

The irrevocable undertakings given by the Accrol Directors will lapse and cease to be binding on and from the earlier of the following occurrences:

- (a) where Navigator UK elects to exercise its rights to implement the Offer by way of a Takeover Offer (with the consent of the Panel), the Offer Document not being time posted to Accrol Shareholders within 28 days of the issue of the announcement of the change in structure (or such other date for the posting of the Offer Document as the Panel may require);
- (b) the Offer has not become effective by 11.59 p.m. on the Long Stop Date;
- (c) the date on which the Offer (whether implemented by way of a Scheme or a Takeover Offer) is withdrawn or lapses in accordance with its terms provided that the reason is not because:
- (i) a new, revised or replacement Scheme or Takeover Offer is announced by Navigator UK in accordance with Rule 2.7 of the Code at the same time; or
- (ii) the Offer is withdrawn or lapses as a result of Navigator UK exercising its right, in accordance with the Takeover Code, to implement the Offer by way of a Takeover Offer rather than by way of a Scheme or vice versa;
- (d) Navigator UK announces that it does not intend to proceed with the Offer and no new, revised or replacement Scheme or Takeover Offer is announced by Navigator UK in accordance with Rule 2.7 of the Takeover Code at the same time; or
- (e) any competing offer for the shares of Accrol by a third party other than Navigator UK becomes wholly unconditional (if made by way of a takeover offer) or effective (if made by way of a scheme of arrangement).

### 10.2 *Accrol Shareholder*

In addition to the Accrol Directors, the following Accrol Shareholder has given an irrevocable undertaking to vote (or procure the voting, as applicable) in favour of the Scheme at the Court



Meeting and the Resolution at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, such Takeover Offer) in respect of the following Accrol Shares in which they are interested:

<i>Name</i>	<i>Number of Accrol Shares</i>	<i>Per cent. of Accrol Shares in issue</i>
Lombard Odier Asset Management (Europe) Limited	91,403,124	28.7

The irrevocable undertaking given by Lombard Odier Asset Management (Europe) Limited will lapse and cease to be binding on and from the earlier of the following occurrences:

- (a) the Scheme or Takeover Offer lapses or is withdrawn in a manner which is permitted by the Panel;
- (b) the Scheme or Takeover Offer does not become effective by 5.00 p.m. on the Long Stop Date; or
- (c) a person other than Navigator UK or a subsidiary of Navigator UK or any person acting in concert with Navigator UK announces a firm intention to make an offer (in accordance with Rule 2.7 of the Takeover Code) to acquire the Accrol Shares where the value of the consideration for each Accrol Share, including any proposed dividend, is 10 per cent. higher than the value of the Consideration as at the date on which such firm intention to make an offer is announced.

## 11. Fees and expenses

### 11.1 *Accrol's fees and expenses*

Accrol estimates that the aggregate fees and expenses expected to be incurred by Accrol in connection with the Offer will be £3,360,500 (excluding applicable VAT and disbursements). Set out below are the estimate of fees and expenses (excluding applicable VAT and disbursements) expected to be incurred in relation to:

<i>Category</i>	<i>Amount (£) (excluding applicable VAT and other taxes)</i>
Financial and corporate broking advice	2,112,000
Legal advice	971,000
Other professional services	145,000
Other costs and expenses	132,500
<b>Total</b>	<b>3,360,500</b>

Notes:

- (1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Offer becomes Effective. The total does not include disbursements and applicable VAT and other taxes.
- (2) Certain of these services are provided by reference to hourly rates. Amounts included in the table above reflect the time incurred up to the Last Practicable Date prior to the publication of this document and an estimate of the further time required.
- (3) Costs of legal advice includes the costs of court counsel.

## 11.2 **Navigator UK's fees and expenses**

Navigator UK estimates that the aggregate fees and expenses expected to be incurred by Navigator UK in connection with the Offer will be £2,833,779 (excluding applicable VAT and disbursements). Set out below are the estimate of fees and expenses (excluding applicable VAT and disbursements) expected to be incurred in relation to:

<i>Category</i>	<i>Amount (£) (excluding applicable VAT and other taxes)</i>
Financial advice	1,540,200
Financial and tax due diligence	282,000
Legal advice	840,712
Document fees	55,000
Environmental and safety advisory	62,500
Insurance survey	7,000
Other costs and expenses	46,367
<b>Total</b>	<b>2,833,779</b>

Notes:

- (1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Offer becomes Effective. The total does not include disbursements and applicable VAT and other taxes.
- (2) Certain of these services are provided by reference to hourly rates. Amounts included in the table above reflect the time incurred up to the Last Practicable Date prior to the publication of this document and an estimate of the further time required.

## 12. **Ratings**

- 12.1 No ratings agency has publicly accorded to Accrol any current credit rating or outlook.
- 12.2 No ratings agency has publicly accorded to Navigator UK or any member of the Navigator Group any current credit rating or outlook.

## 13. **No significant change**

Except as disclosed in this document, there has been no significant change in the financial or trading position of Accrol since 31 October 2023, being the date to which the unaudited consolidated interim financial statements of Accrol for the six months ended 31 October 2023 were prepared.

## 14. **Consents**

- 14.1 Stifel has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they are included.
- 14.2 Zeus has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they are included.
- 14.3 Rothschild & Co has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they are included.

## 15. **Other information**

- 15.1 Save as disclosed in this document, there is no agreement, arrangement or understanding (including any compensation arrangement) between Navigator UK or (as far as Navigator UK and Navigator are aware) any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of Accrol, or any person interested or recently interested in Accrol Shares, having any connection with or dependence on or which is conditional upon the outcome of the Offer.
- 15.2 There is no agreement, arrangement or understanding pursuant to which the beneficial ownership of any of the Accrol Shares to be acquired by Navigator UK will be transferred to any other person, save that Navigator UK reserves the right to transfer any such shares to any other member of the Navigator Group.

- 15.3 Save with the consent of the Panel and as disclosed in this document, 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 Navigator UK may otherwise be, or claim to be, entitled against any such Scheme Shareholder.
- 15.4 Save as disclosed in this document, there is no agreement or arrangement to which Navigator UK or any other member of the Navigator Group is a party which relates to the circumstances in which it may or may not invoke a Condition to the Scheme.

## **16. Documents on display**

- 16.1 Until and including the Effective Date (or the date on which the Scheme lapses or is withdrawn, if earlier), copies of the following documents will be available on Accrol's website at <https://www.accrol.co.uk/investors/recommended-offer-for-accrol-group-holdings-plc/> and Navigator's website at <https://www.thenavigatorcompany.com/Investidores/Recommended-cash-offer-for-accrol-group-holdings-plc> (subject to, in each case, any applicable restrictions relating to persons resident in Restricted Jurisdictions):
- (a) the Rule 2.7 Announcement;
  - (b) this document;
  - (c) the Forms of Proxy;
  - (d) the Accrol Articles;
  - (e) the Accrol Articles as proposed to be amended pursuant to the Resolution;
  - (f) the articles of association of Navigator UK;
  - (g) the Confidentiality Agreement;
  - (h) the irrevocable undertakings referred to in paragraph 10 above;
  - (i) the consent letters referred to in paragraph 14 above;
  - (j) the financial information relating to Accrol referred to in paragraph 1 of Part V (*Financial Information*) of this document;
  - (k) the financial information relating to Navigator referred to in paragraph 2 of Part V (*Financial Information*) of this document; and
  - (l) the Share Scheme Letters.
- 16.2 The content of the websites (including the content of any other website accessible from hyperlinks on such websites) referred to in this document is not incorporated into and does not form part of this document save as specified in paragraphs 1 and 2 of Part V (*Financial Information*) of this document.

## PART VII

### DEFINITIONS

<b>Accrol</b>	Accrol Group Holdings plc, a public limited company incorporated in England and Wales with registered number 09019496;
<b>Accrol Articles</b>	the articles of association of Accrol, as amended from time to time;
<b>Accrol Board</b>	the board of directors of Accrol for the time being;
<b>Accrol Directors</b>	the directors of Accrol as at the date of this document or, where the context so requires, the directors of Accrol for the time being;
<b>Accrol Group</b>	Accrol and its subsidiary undertakings and associated undertakings;
<b>Accrol LTIP</b>	the Accrol Group Holdings Long-Term Incentive Plan 2021, adopted by the board of directors of Accrol on 5 March 2021;
<b>Accrol Profit Forecast</b>	the Accrol ordinary course profit forecast, as set out in Part X ( <i>Accrol Profit Forecast</i> ) of this document;
<b>Accrol Remuneration Committee</b>	the remuneration committee of the Accrol Board;
<b>Accrol SAYE</b>	the Accrol Group Holdings Savings Related Share Option Scheme, adopted by the board of directors of Accrol on 18 May 2021;
<b>Accrol Shareholders</b>	holders of Accrol Shares;
<b>Accrol Shares</b>	the ordinary shares of £0.001 each in the capital of Accrol;
<b>Accrol Share Scheme Participants</b>	participants in the Accrol Share Schemes;
<b>Accrol Share Schemes</b>	the (i) Accrol SAYE and (ii) Accrol LTIP;
<b>AIM</b>	the market of that name operated by the London Stock Exchange;
<b>AIM Rules</b>	the AIM Rules for Companies published by the London Stock Exchange, as amended from time to time;
<b>Announcement Date</b>	22 March 2024;
<b>associated undertaking</b>	shall be construed in accordance with paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410), other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose;
<b>Business Day</b>	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London, United Kingdom;
<b>certificated or in certificated form</b>	a share or other security which is not in uncertificated form (that is, not in CREST);

<b>Closing Price</b>	the closing middle market quotation for an Accrol Share on the day to which such price relates, as derived from the AIM appendix to the Daily Official List of the London Stock Exchange on that day;
<b>Companies Act</b>	the Companies Act 2006, as amended from time to time;
<b>Conditions</b>	the conditions to the implementation of the Scheme and the Offer, as set out in Part III ( <i>Conditions to the implementation of the Scheme and to the Offer</i> ) of this document or, if applicable, in the Offer Document, and “ <b>Condition</b> ” means any of them;
<b>Confidentiality Agreement</b>	the confidentiality agreement entered into between Navigator and Accrol in relation to the Offer dated 12 January 2024, a summary of which is contained in paragraph 9 of Part VI ( <i>Additional Information</i> ) of this document;
<b>Consideration</b>	the cash amount of 38 pence payable by Navigator UK in respect of each Scheme Share, subject to any applicable adjustment in accordance with the terms of the Offer;
<b>Court</b>	the High Court of Justice of England and Wales;
<b>Court Meeting</b>	the meeting or meetings of the Scheme Shareholders (or the relevant class or classes thereof) to be convened by order of the Court pursuant to Part 26 of the Companies Act to consider and, if thought fit, approve the Scheme (with or without modification approved or imposed by the Court and agreed to by Navigator UK and Accrol), including any adjournment, postponement or reconvention thereof, notice of which is contained in Part VIII ( <i>Notice of Court Meeting</i> ) of this document;
<b>Court Order</b>	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
<b>Court Sanction Hearing</b>	the hearing of the Court to sanction the Scheme under section 899 of the Companies Act;
<b>CREST</b>	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) (and with respect to the United Kingdom, as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018)), in respect of which Euroclear UK & International Limited is the Operator (as defined in the Regulations);
<b>CREST Applications Host</b>	the communication hosting system operated by Euroclear;
<b>CREST Manual</b>	the CREST Manual published by Euroclear, as amended from time to time;
<b>CREST Proxy Instruction</b>	has the meaning given to it on page 10 of this document;
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time;
<b>Daily Official List</b>	the daily official list of the London Stock Exchange;
<b>Dealing Disclosure</b>	has the same meaning as in Rule 8 of the Takeover Code;

<b>Disclosed</b>	the information which has: (i) been fairly disclosed prior to the Announcement Date by or on behalf of Accrol to the Navigator Group (or their respective officers, employees, agents or advisers in their capacity as such), including, but not limited to, all matters fairly disclosed in the written replies, correspondence, documentation and information provided in an electronic data room created by or on behalf of Accrol or sent to the Navigator Group or any of their respective officers, employees, agents or advisers during the due diligence process and whether or not in response to any specific request for information made by any such person in respect of the Offer or via email or other form of correspondence; (ii) disclosed in Accrol's published annual report and accounts for the financial year ended 30 April 2023; (iii) disclosed in Accrol's published interim results for the six months ended 31 October 2023; (iv) disclosed in a public announcement by Accrol prior to the Announcement Date by way of any Regulatory Information Service; (v) disclosed in the Announcement and/or this document; or (vi) disclosed in filings made with the Registrar of Companies and appearing on Accrol's file at Companies House within the two years ending on the Announcement Date;
<b>Disclosure Table</b>	the disclosure table on the Panel's website;
<b>Effective</b>	in the context of the Offer: <ul style="list-style-type: none"> <li>(a) if the Offer is implemented by way of a Scheme, the Scheme having become effective in accordance with its terms, upon the delivery of the Court Order to the Registrar of Companies for registration; or</li> <li>(b) if the Offer is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become wholly unconditional in accordance with the requirements of the Takeover Code;</li> </ul>
<b>Effective Date</b>	the date upon which the Offer becomes Effective;
<b>Enlarged Navigator Group</b>	the enlarged Navigator group following the Offer, comprising the Navigator Group and the Accrol Group;
<b>Euroclear</b>	Euroclear UK & International Limited, a private limited company incorporated in England and Wales with registered number 02878738;
<b>Euronext Lisbon</b>	Euronext Lisbon Stock Exchange;
<b>Excluded Shares</b>	(i) any Accrol Shares legally or beneficially held by Navigator UK or any member of the Wider Navigator Group; or (ii) any Accrol Shares held by Accrol as treasury shares (within the meaning of the Companies Act);
<b>FCA</b>	the UK Financial Conduct Authority or its successor for the time being;
<b>Forms of Proxy</b>	either or both (as the context demands) of the BLUE form of proxy for use in connection with the Court Meeting and/or the WHITE form of proxy for use in connection with the General Meeting, which accompany this document;

<b>FSMA</b>	the Financial Services and Markets Act 2000;
<b>General Meeting</b>	the general meeting (or any adjournment, postponement or reconvention thereof) of Accrol Shareholders to be convened for the purpose of considering and, if thought fit, approving the Resolution, notice of which is contained in Part IX ( <i>Notice of General Meeting</i> ) of this document;
<b>holder</b>	a registered holder and includes any person entitled by transmission;
<b>Irrevocable Undertakings</b>	the irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), as detailed in paragraph 10 of Part VI ( <i>Additional Information</i> ) of this document;
<b>Last Practicable Date</b>	15 April 2024, being the last practicable date prior to publication of this document;
<b>Link Group</b>	a trading name of Link Market Services Limited, a private limited company incorporated in England and Wales with registered number 02605568;
<b>London Stock Exchange</b>	the London Stock Exchange plc, a public limited company incorporated in England and Wales with registered number 02075721;
<b>Long Stop Date</b>	30 June 2024 or such later date as (a) Navigator UK and Accrol may agree or (b) (in a competitive situation) specified by Navigator UK with the consent of the Panel, and in either case as the Court may approve (if such approval(s) are required);
<b>Meetings</b>	the Court Meeting and the General Meeting, and “ <b>Meeting</b> ” means either of them as the context may require;
<b>Navigator</b>	The Navigator Company, S.A., a public company listed on the Euronext Lisbon incorporated under the laws of Portugal with company registered number PT 503025798;
<b>Navigator Directors or Navigator Responsible Persons</b>	the persons whose names are set out in paragraph 2.3 of Part VI ( <i>Additional Information</i> ) of this document;
<b>Navigator Group</b>	Navigator and its subsidiary undertakings;
<b>Navigator UK</b>	Navigator Paper UK Limited, a private limited company incorporated in England and Wales with registered number 03277517;
<b>Navigator UK Directors</b>	the persons whose name are set out in paragraph 2.2 of Part VI ( <i>Additional Information</i> ) of this document;
<b>Offer</b>	the proposed offer by Navigator UK for the entire issued and to be issued share capital of Accrol (other than Accrol Shares already held by or on behalf of Navigator UK, if any) pursuant to the Scheme, and, where the context permits, any subsequent revision, variation, extension or renewal thereof;

<b>Offer Document</b>	should the Offer be implemented by means of a Takeover Offer, the document to be sent or made available to Accrol Shareholders which will contain, amongst other things, the terms and conditions of the Offer;
<b>Offer Period</b>	the offer period (as defined in the Takeover Code) relating to Accrol which commenced on 22 March 2024;
<b>Offer Price</b>	38 pence per Scheme Share;
<b>Opening Position Disclosure</b>	has the same meaning as in Rule 8 of the Takeover Code;
<b>Overseas Shareholders</b>	Scheme Shareholders (or nominees of, or custodians or trustees for Accrol Shareholders) not resident in, ordinarily resident in, or nationals or citizens of the United Kingdom;
<b>Panel</b>	the UK Panel on Takeovers and Mergers;
<b>Registrar of Companies</b>	the registrar of companies in England and Wales;
<b>Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755);
<b>Regulatory Information Service</b>	a service approved by the London Stock Exchange for the distribution to the public of announcements and included within the list maintained on the London Stock Exchange's website;
<b>relevant securities</b>	shall be construed in accordance with the Takeover Code;
<b>Resolution</b>	the special resolution to be proposed at the General Meeting in connection with, among other things, the approval of the Scheme, the amendment of the Accrol Articles and such other matters as may be necessary to implement the Scheme;
<b>Restricted Jurisdiction(s)</b>	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Accrol Shareholders in that jurisdiction;
<b>Review</b>	has the meaning given to it in paragraph 7 of Part I ( <i>Letter from the Executive Chairman of Accrol</i> ) of this document;
<b>Rothschild &amp; Co</b>	N.M. Rothschild & Sons Limited;
<b>Rule 2.7 Announcement</b>	the announcement of a firm intention to make an offer for the entire issued and to be issued share capital of Accrol pursuant to Rule 2.7 of the Takeover Code made by Navigator UK on the Announcement Date;
<b>Scheme</b>	the proposed scheme of arrangement to be made under Part 26 of the Companies Act between Accrol and the Scheme Shareholders with or subject to any modification, addition or condition approved or imposed by the Court (where relevant) and agreed to by Accrol and Navigator UK, as set out in Part IV ( <i>The Scheme of Arrangement</i> ) of this document;
<b>Scheme Record Time</b>	6.00 p.m. on the Business Day immediately prior to the Effective Date or such other date and/or time as Navigator UK and Accrol may agree;



<b>Scheme Shareholder(s)</b>	the holder of Scheme Shares for the time being;
<b>Scheme Shares</b>	the Accrol 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 and prior to the Voting Record Time; and</li> <li>(c) (if any) issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or any subsequent holder thereof is bound by the Scheme, or shall by such time have agreed in writing to be bound by the Scheme,</li> </ul> <p>in each case remaining in issue at the Scheme Record Time, but excluding any Excluded Shares at any relevant date or time;</p>
<b>Share Scheme Letters</b>	has the meaning given to it in paragraph 6 of Part II ( <i>Explanatory Statement</i> ) of this document;
<b>significant interest</b>	a direct or indirect interest in 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act);
<b>Stifel</b>	Stifel Nicolaus Europe Limited;
<b>subsidiary</b>	has the meaning given in section 1159 of the Companies Act;
<b>subsidiary undertaking</b>	has the meaning given in section 1162 of the Companies Act;
<b>Takeover Code</b>	the City Code on Takeovers and Mergers;
<b>Takeover Offer</b>	if the Offer is implemented by way of a takeover offer (as that term is defined in section 974 of the Companies Act), the offer to be made by or on behalf of Navigator UK, or an association undertaking thereof, to acquire the entire issued and to be issued ordinary share capital of Accrol including, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
<b>Third Party</b>	any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, authority, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction, but excluding any antitrust or merger control authority;
<b>uncertificated or in uncertificated form</b>	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
<b>UK Market Abuse Regulation</b>	Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended);
<b>UK or United Kingdom</b>	the United Kingdom of Great Britain and Northern Ireland;

<b>US or United States</b>	the United States of America, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any state of the United States of America and the District of Columbia;
<b>US\$</b>	the lawful currency of the United States;
<b>US Exchange Act</b>	the US Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;
<b>US holders</b>	holders of Accrol Shares ordinarily resident in the US or with a registered address in the US, and any custodian, nominee or trustee holding Accrol Shares for persons in the US or with a registered address in the US;
<b>Volume Weighted Average Price</b>	the volume weighted average of the per share trading prices of Accrol Shares on the London Stock Exchange as reported through Bloomberg;
<b>Voting Record Time</b>	6.00 p.m. on 13 May 2024 or, if the Court Meeting and/or the General Meeting is adjourned, 6.00 p.m. on the day which is two Business Days before the date of such adjourned Meeting;
<b>Warrant Holder</b>	Zeus Capital Investment Limited;
<b>Warrant Instrument</b>	the warrant instrument entered into by Accrol on 2 June 2016 pursuant to which Accrol created and issued the Warrants;
<b>Warrant Waiver</b>	has the meaning given to it in paragraph 9 of Part I ( <i>Letter from the Executive Chairman of Accrol</i> ) of this document;
<b>Warrants</b>	has the meaning given to it in paragraph 9 of Part I ( <i>Letter from the Executive Chairman of Accrol</i> ) of this document;
<b>Wider Accrol Group</b>	Accrol and its subsidiary undertakings, associated undertakings and any other undertaking in which Accrol or such undertakings (aggregating their interests) have a significant interest (in each case, for the time being) but excluding the Wider Navigator Group;
<b>Wider Navigator Group</b>	Navigator and its subsidiary undertakings, associated undertakings and any other undertaking in which Navigator or such undertakings (aggregating their interests) have a significant interest (in each case, for the time being) but excluding the Wider Accrol Group; and
<b>Zeus</b>	Zeus Capital Limited.

All references to GBP, pence, Sterling, Pounds, Pounds sterling, p or £ are to the lawful currency of the United Kingdom.

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

All the times referred to in this Announcement are London times unless otherwise stated.

References to the singular include the plural and vice versa.

All references to “**subsidiary**”, “**subsidiary undertaking**”, “**undertaking**” and “**associated undertaking**” have the respective meanings given to them in the Companies Act.

## PART VIII

### NOTICE OF COURT MEETING

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

CR-2024-001499

IN THE MATTER OF ACCROL GROUP HOLDINGS PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 15 April 2024 made in the above matters, the Court has given permission for Accrol Group Holdings plc (the “**Company**” or “**Accrol**”) to convene a meeting (the “**Court Meeting**”) of the holders of Scheme Shares as 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 proposed to be made pursuant to Part 26 of the Companies Act 2006 (the “**Companies Act**”) between Accrol and the holders of Scheme Shares (the “**Scheme of Arrangement**”) and that such meeting will be held at 11.00 a.m. on 15 May 2024 at the offices of Addleshaw Goddard LLP at One St Peter’s Square, Manchester, M2 3DE.

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

Unless the context requires otherwise, any capitalised term used but not defined in this notice of Court Meeting shall have the meaning given to such term in the document of which this notice forms part.

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

#### **Right to appoint a proxy; procedure for appointment**

Scheme Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods (by post, by hand, online or through CREST) set out below. Scheme Shareholders are also strongly encouraged to appoint “the chairman of the Court Meeting” as their proxy. Any other person appointed as proxy will be able to attend, speak and vote at the Court Meeting.

Scheme Shareholders are entitled to appoint a proxy in respect of some or all of their Scheme Shares and may also appoint more than one proxy by using multiple paper Forms of Proxy or appointing multiple proxies through CREST as described below (but not, for the avoidance of doubt, by means of an online proxy appointment as described below), provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Scheme Shareholders who wish to appoint more than one proxy in respect of their holding of Scheme Shares should contact Link Group for further BLUE Forms of Proxy. Alternatively, you may photocopy the BLUE Form of Proxy enclosed with this notice.

The completion and return of the BLUE Form of Proxy (by post or by hand), or transmission of a proxy appointment or voting instruction through CREST or online or by any other procedure described in this document, will not prevent you from attending, speaking and voting at the Court Meeting, or any adjournment thereof, if you are entitled to and wish to do so.

## **Sending BLUE Forms of Proxy by post**

You should complete, sign and return 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 thereof) enclosed with this notice for use at the Court Meeting so as to be **received no later than 11.00 a.m. on 13 May 2024**. In the event of adjournment(s) of the Court Meeting, the BLUE Form of Proxy (together with any power of attorney or other authority as above) should be received no later than 48 hours (excluding any part of such 48-hour period falling that is not a Business Day) before the time and date set for the adjourned meeting(s).

The BLUE Form of Proxy may be returned by post to, or, during normal business hours only, by hand to the reception desk of, Accrol's registrar, Link Group, at PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL. For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the BLUE Form of Proxy.

If the BLUE Form of Proxy for the Court Meeting is not returned by the above time, a copy of the completed and signed BLUE Form of Proxy may be handed to the chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and it will still be valid.

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

CREST members who wish to appoint a proxy or proxies for the Court Meeting (or any adjournment(s) thereof) through the CREST electronic proxy appointment service 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 by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions as described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). 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 Link Group (participant ID: RA10) no later than 11.00 a.m. on 13 May 2024 (or, in the case of an adjourned meeting, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned 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 Link Group 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 provider(s), 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 provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Accrol may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

## **Online appointment of proxies**

As an alternative to completing and returning the printed BLUE Form of Proxy, a proxy (but not multiple proxies) for the Court Meeting may be appointed electronically by logging on to the following website: <https://www.signalshares.com> and following the on-screen instructions. If you have not already registered you will need your Investor Code to do so, this can be found printed on the BLUE Form of Proxy for the Court Meeting. For an electronic proxy appointment for the Court Meeting to be valid, the appointment must be received by Link Group **no later than 11.00 a.m. on 13 May 2024** (or in the case of adjournment(s), no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned meeting(s)). Full details of the procedure to be followed to appoint a proxy online are given on the website above.

## **General**

If the BLUE Form of Proxy for the Court Meeting is not lodged by the relevant time, a copy of the completed and signed BLUE Form of Proxy may be handed to the chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and it will still be valid.

## **Joint holders**

In the case of joint holders of Scheme Shares, any one such joint holder may tender a vote, whether in person, or by proxy, however the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s). Where more than one of the joint holders purport to appoint one or more proxies, only the purported appointment submitted by the most senior holder will be accepted. For this purpose, seniority will be determined by the order in which the names stand in the register of members of Accrol in respect of the relevant joint holding.

## **Voting Record Time**

Entitlement to attend, speak and vote (including by proxy) at the Court Meeting and the number of votes which may be cast at the Court Meeting will be determined by reference to the register of members of Accrol at 6.00 p.m. on 13 May 2024 or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is two Business Days before the date of such adjourned Court Meeting (the "**Voting Record Time**"). Changes to the register of members after the Voting Record Time will be disregarded in determining the rights of any person to attend, speak and vote (including by proxy) at the Court Meeting or any adjournment thereof.

## **Corporate representatives**

Any Scheme Shareholder, which is a corporation, may authorise a person or persons to act as its representative(s) at the Court Meeting. In accordance with the provisions of the Companies Act (as amended by the Companies (Shareholders' Rights) Regulations 2009), each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of Accrol, provided that two or more representatives do not do so in relation to the same Scheme Shares. If two or more representatives 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.

By the said order, the Court has appointed Daniel Wright or, failing him, any other director of Accrol who is present at the Court Meeting, to act as chairman of the Court Meeting and has directed the chairman 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: 17 April 2024

**Addleshaw Goddard LLP**  
Solicitors for Accrol Group Holdings plc  
One St Peter's Square, Manchester, M2 3DE

## PART IX

### NOTICE OF GENERAL MEETING

#### ACCROL GROUP HOLDINGS PLC

*(Incorporated in England and Wales under company number 09019496)*

NOTICE IS HEREBY GIVEN that a general meeting of Accrol Group Holdings plc ("**Company**" or "**Accrol**") will be held at the offices of Addleshaw Goddard LLP at One St Peter's Square, Manchester, M2 3DE at 11.15 a.m. on 15 May 2024 (or as soon thereafter as the Court Meeting (as defined in Part VII (Definitions) of the document of which this notice forms part) 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.

Unless the context otherwise requires, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this notice forms part.

#### SPECIAL RESOLUTION

THAT:

- A. For the purpose of giving effect to the scheme of arrangement dated 17 April 2024 (as amended or supplemented) between the Company and the holders of Scheme Shares (as defined in such scheme of arrangement), a print of which has been produced to this meeting and for the purposes of identification signed by the chairman of this meeting, in its original form or subject to such modification, addition or condition as may be approved or imposed by the Court (where relevant) and agreed by the Company and Navigator Paper UK Limited (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. For the purpose of giving effect to the Scheme, 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 94 after Article 93:

##### **"94 Scheme of Arrangement**

- (A) In this Article 94, the "**Scheme**" means the scheme of arrangement dated 17 April 2024 (as amended or supplemented), between the Company and the holders of the Scheme Shares (as defined in the Scheme) under Part 26 of the Companies Act and as approved by the holders of the Scheme Shares at the meeting convened by the Court (as defined in the Scheme) and as may be modified or amended in accordance with its terms, and (save as otherwise defined in this Article), expressions defined in the Scheme shall have the same meanings in this Article.
- (B) Notwithstanding 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 from treasury any Accrol Shares (other than to Navigator Paper UK Limited ("**Navigator UK**"), any subsidiary of Navigator UK, any parent undertaking of Navigator UK or any subsidiary of such parent undertaking or any nominee(s) of Navigator UK (each a "**Navigator UK Company**")) on or after the adoption of this Article and before the Scheme Record Time (as defined in the Scheme), such Accrol Shares shall be issued or transferred from treasury 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 of such Accrol Shares shall be bound by the Scheme accordingly.
- (C) Notwithstanding any other provision of these Articles, if any Accrol Shares are issued or transferred from treasury to any person (other than a Navigator UK Company or its

nominee(s)) (a “**New Member**”) at or after the Scheme Record Time (as defined in the Scheme) (the “**Post-Scheme Shares**”), such Post-Scheme Shares shall, subject to the Scheme becoming Effective, be immediately transferred to Navigator UK (or such person as Navigator UK may direct) (the “**Purchaser**”) by the New Member (or any nominee of such New Member) in consideration of the payment to the New Member of an amount in cash for each Post-Scheme Share equal to the cash consideration which such New Member would have been entitled to receive had each Post-Scheme Share been a Scheme Share.

- (D) 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 Effective Date (as defined in the Scheme), the value of the consideration per Post-Scheme Share to be paid under Article 94(C) 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.
- (E) 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 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 to transfer the Post-Scheme Shares to the Purchaser or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that such attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. 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 in favour of the Purchaser or its nominee(s) and the Company may give a good receipt for the purchase price of the Post-Scheme Shares and may register the Purchaser or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to Article 94(C) above by sending a cheque drawn on a UK clearing bank (or shall procure that such a cheque is sent) in favour of the New Member for the purchase price of each Post-Scheme Share, or by an alternative method communicated by the Purchaser to the New Member, and in each case, as soon as practicable and in any event, subject to Article 94(F) below, no later than 14 days after the date on which such Post-Scheme Shares are acquired by the Purchaser.
- (F) Where the Post-Scheme Shares were issued or transferred to a New Member following the exercise of an option granted under an Accrol Share Scheme and the Company determines that the consideration due to the New Member pursuant to Article 94(C) above should be paid through payroll after deduction of any applicable exercise price, and any tax and national insurance or social security contributions which an employer or any other company is required to withhold or account for in respect of such exercise, such payment shall be effected as soon as reasonably practicable after the date on which such Post-Scheme Shares are issued to the New Member (but is not required to be effected within 14 days after the date on which such Post-Scheme Shares are issued to the New Member).
- (G) If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 6.2 of the Scheme (or such later date, if any, as Navigator UK and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this Article 94 shall be of no effect.

- (H) Notwithstanding any other provision of these Articles, neither the Company nor the Board shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date of the Scheme other than to the Purchaser or its nominee(s) pursuant to the Scheme or this Article 94.”

By order of the Board

*Registered office:*  
Delta Building  
Roman Road  
Blackburn  
Lancashire  
BB1 2LD

**Richard Almond**  
*Company Secretary*

Dated: 17 April 2024



## Notes:

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

### 1. Entitlement to attend and vote

Only holders of ordinary shares of £0.001 each in the capital of Accrol entered on the register of members of Accrol as at 6.00 p.m. on 13 May 2024 (each, an "Accrol Shareholder") are entitled to attend, speak and vote (in person or by proxy) at the General Meeting in respect of the number of shares in the capital of Accrol registered in their names at that time and may appoint a proxy to attend, speak and vote instead of them. Changes to entries on the register of members of Accrol after 6.00 p.m. on 13 May 2024 (the "Voting Record Time") shall be disregarded in determining the rights of any person to attend and vote at the General Meeting. Should the General Meeting be adjourned to a time not more than 48 hours (excluding any part of such 48-hour period that is not a Business Day) after the Voting Record Time, that time will also apply for the purpose of determining the entitlement of members to attend, speak and vote under the arrangements described in these notes (and for the purpose of determining the number of votes they may cast) at the adjourned General Meeting. Should the General Meeting be adjourned for a longer period, to be so entitled members must have been entered on the register of members of Accrol by 6.00 p.m. on the date that is 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the date of the adjourned General Meeting or, if Accrol gives notice of the adjourned General Meeting, at the time specified in such notice.

### 2. Appointment of proxies

Accrol Shareholders are strongly encouraged to submit proxy appointments and instructions for the General Meeting as soon as possible, using any of the methods (by post, by hand, online or through CREST) set out below. Accrol Shareholders are also strongly encouraged to appoint "the chairman of the General Meeting" as their proxy. Any other person appointed as proxy will be able to attend, speak and vote at the General Meeting.

Accrol Shareholders are entitled to appoint a proxy in respect of some or all of their Accrol Shares and may also appoint more than one proxy by using multiple paper WHITE Forms of Proxy or appointing multiple proxies through CREST as described below (but not for the avoidance of doubt by means of an online proxy appointment as described below), provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Accrol Shareholders who wish to appoint more than one proxy in respect of their holding of Accrol Shares should contact Link Group for further WHITE Forms of Proxy. Alternatively, you may photocopy the enclosed WHITE Form of Proxy.

Each Accrol Shareholder present by proxy will be entitled to one vote for each ordinary share which they represent. An Accrol Shareholder may appoint more than one proxy in relation to this meeting provided that each proxy is entitled to exercise the rights attaching to a different share or shares held by that member. A proxy need not be a member of Accrol but must attend the meeting in person for the Accrol Shareholder's vote to be counted. Appointing a proxy does not prevent a member from attending the General Meeting in person and voting in person under the arrangements set out in these notes if they are entitled to do so and so wish. Unless otherwise indicated on the WHITE Form of Proxy, CREST or any other electronic voting instruction, the proxy will vote as they think fit or, at their discretion, withhold from voting.

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

You should complete, sign and return the WHITE Form of Proxy for use at the General Meeting so as to be received no later than 11.15 a.m. on 13 May 2024. In the event of adjournment(s) of the General Meeting, the WHITE Form of Proxy should be returned no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned meeting(s). If the WHITE Form of Proxy is not returned so as to be received by the time mentioned above and in accordance with the instructions on the WHITE Form of Proxy, it will be invalid.

The WHITE Form of Proxy may be returned by post to, or, during normal business hours only, by hand to the reception desk of, Accrol's registrar, Link Group, at PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL. For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the WHITE Form of Proxy.

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

CREST members who wish to appoint a proxy or proxies for the General Meeting (or any adjournment thereof) through the CREST electronic proxy appointment service 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 by means of CREST to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions as described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). 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 Link Group (participant ID: RA10) no later than 11.15 a.m. on 13 May 2024 or, in the case of an adjourned meeting, no later than 48 hours (excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned 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 Link Group 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 provider(s), 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 provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Accrol may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

#### *Online appointment of proxies*

As an alternative to completing and returning the printed WHITE Form of Proxy, a proxy (but not multiple proxies) for the General Meeting may be appointed electronically by logging on to the following website: <https://www.signalshares.com> and following the on-screen instructions. If you have not already registered you will need your Investor Code to do so, this can be found printed on the WHITE Form of Proxy for the General Meeting. For an electronic proxy appointment to be valid, the appointment must be received by Link Group no later than 11.15 a.m. on 13 May 2024 (or in the case of adjournment(s), no later than 48 hours excluding any part of such 48-hour period that is not a Business Day) before the time and date set for the adjourned meeting(s)). If the WHITE Form of Proxy is not lodged by the relevant time, it will be invalid.

#### 3. Joint holders

In the case of joint holders of ordinary shares, any one such joint holder may tender a vote, whether in person or by proxy, however the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the other joint holder(s). Where more than one of the joint holders purport to appoint one or more proxies, only the purported appointment submitted by the most senior holder will be accepted. For this purpose seniority will be determined by the order in which the names stand in the register of members of Accrol in respect of the relevant joint holding (the first named being the most senior).

#### 4. Corporate representatives

A member of Accrol which is a corporation may authorise a person or persons to act as its representative(s) at the General Meeting. In accordance with the provisions of the Companies Act (as amended by the Companies (Shareholders' Rights) Regulations 2009), each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of Accrol, provided that they do not do so in relation to the same shares. If two or more representatives purport to vote in respect of the same shares, then if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way. In other cases, the power is treated as not exercised.

#### 5. Voting on a poll and announcement of results

Voting on the resolution will be conducted by way of a poll rather than a show of hands. As soon as practicable following the General Meeting, the results of the voting at the General Meeting and the numbers of all votes cast for and against and the number of votes actively withheld in respect of the resolution will be announced via a Regulatory Information Service and also placed on Accrol's website at <https://www.accrol.co.uk/investors/recommended-offer-for-accrol-group-holdings-plc/>.

#### 6. Issued share capital and voting rights

As at 15 April 2024 (being the last practicable date prior to the date of publication of this notice), Accrol's issued share capital consisted of 318,878,097 ordinary shares of £0.001 each, carrying one vote each, of which no ordinary shares were held in treasury. Therefore, the total voting rights in Accrol as at such date was 318,878,097 ordinary shares, carrying one vote each.

#### 7. Communications

You may not use any electronic address provided either in this notice or in any related documents (including the enclosed WHITE Form of Proxy) to communicate with Accrol for any purposes other than those expressly stated.

## PART X

### ACCROL PROFIT FORECAST

#### Application of Rule 28.1(c) of the Takeover Code

On 22 November 2023, Accrol published its half year trading update for the six months ended 31 October 2023 and stated:

*“Margins returned to pre-pandemic levels, quicker than forecast, with the Board now expecting Adjusted EBITDA for FY24 of at least £21m.”*

On 30 January 2024, Accrol published its interim results for the six months ended 31 October 2023 and stated:

*“The Group is on track to deliver FY24 revenue of c.£205m and adjusted EBITDA in line with the Board’s expectations of at least £21m – up 34% year-on-year.”*

The statements set out above with respect to revenue growth constitute an ordinary course profit forecast for Accrol within the meaning of Note 2 on Rule 28.1 of the Takeover Code (“**Accrol Profit Forecast**”).

#### Accrol Directors’ confirmation

The Accrol Directors confirm that, as at the date of this document, the Accrol Profit Forecast remains valid and that it has been properly compiled on the basis of the assumptions stated below and that the basis of accounting used is consistent with Accrol’s accounting policies which are in accordance with International Financial Reporting Standards and are those that Accrol applied in preparing its financial statements for the year ended 30 April 2023.

Further information on the basis of preparation of the Accrol Profit Forecast, including the principal assumptions on which it is based, is set out below.

#### Basis of preparation and principal assumptions

The Accrol Profit Forecast is based upon internal Accrol forecasts and on the assumptions listed below.

##### *Factors outside the influence or control of the Accrol Directors*

- There will be no material changes to existing prevailing macroeconomic or political conditions in the markets and regions in which Accrol operates.
- There will be no material changes in market conditions of the markets and regions in which Accrol operates or in relation to customer demand or the behaviour of competitors in those markets and regions.
- The interest, inflation and tax rates in the markets and regions in which Accrol operates will remain materially unchanged from the prevailing rates.
- There will be no material adverse events that will have a significant impact on Accrol’s financial performance.
- There will be no business disruptions that materially affect Accrol or its key customers, including natural disasters, acts of terrorism, cyberattack and/or technological issues or supply chain disruptions.
- There will be no material changes to the prevailing foreign exchange rates that will have a significant impact on Accrol’s revenue or cost base.
- There will be no material changes in legislation or regulatory requirements impacting on Accrol’s operations or on its accounting policies.
- There will be no material litigation in relation to any of Accrol’s operations.

*Factors within the influence or control of the Accrol Directors*

- There will be no material change to the present management of Accrol.
- There will be no material change in the operational strategy of Accrol.
- There will be no material adverse change in Accrol's ability to maintain customer, sales team and partner relationships.
- There will be no additional material acquisitions or disposals.
- There will be no material strategic investments over and above those currently planned.
- There will be no material change in the dividend or capital allocation policies of Accrol.

