RNS Number : 7010Z
Earnz PLC
08 August 2024

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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION.

For immediate release

8 August 2024

EARNZ plc

(**"EARNZ"**or the "**Company"**)

Proposed Acquisition of Cosgrove & Drew Ltd

Proposed Acquisition of South West Heating Services Ltd

Conditional Placing to raise up to £4.0 million at 7.5 pence per share

Proposed Waiver of Rule 9 of the Takeover Code

and

Admission of the Enlarged Share Capital to trading on AIM

Introduction

EARNZ plc (AIM: EARN), an AIM Rule 15 cash shell which is seeking acquisitions in the energy services sector, is pleased to announce that EARNZ Holdings Limited ("**EHL**") (its wholly owned subsidiary) has conditionally agreed to acquire under two separate sale and purchase agreements the entire issued share capital of Cosgrove & Drew Ltd ("**C&D**") and South West Heating Services Ltd ("**SWHS**") which both operate in the energy services sector (the "Acquisitions").

C&D, which was incorporated in 2015 by Zac Cosgrove and Luke Drew, is an award-winning asset and energy support services company which focuses on two key services: (i) major projects, self-delivering mechanical engineering projects for mainly commercial sites within the public sector; and (ii) facilities management, providing maintenance, compliance or reactive services of client facilities for heating and plumbing.

SWHS, which was incorporated in 2019 by Andrew Custer, provides heating and installation maintenance services largely for domestic insurance claims, while also offering its services directly to domestic households.

The Company is also proposing to raise conditionally up to £4.0 million (all of which is EIS/VCT qualifying) (before expenses) via the issue of up to 53,333,333 new ordinary shares of 4 pence each in the capital of the Company at a price of 7.5 pence per share by way of a placing (the "**Placing**"). The net proceeds of the Placing will be used to satisfy the cash consideration payable for the Acquisitions and to provide working capital for the Enlarged Group.

The EIS Placing Shares and VCT Placing Shares will be unconditionally issued to the relevant Placees at 11.59 p.m. on 27 August 2024 and 7.30 a.m. on 28 August 2024, respectively. Admission to trading on AIM for such shares is anticipated to take place at 8.00 a.m. on 28 August 2024 ("**First Admission**").Re-Admission of the Existing Ordinary Shares and allotment, admission and dealings will commence in the Non-EIS and VCT Placing Shares at 8.00 a.m. on 29 August 2024 ("**Second Admission**").

The Acquisitions, together and separately, constitute a reverse takeover pursuant to AIM Rule 14 of the AIM Rules for Companies, and as such, are, together with the Placing, conditional, *inter alia*, upon shareholder approval which will be sought at a general meeting due to be held on 27 August 2024 (the "**General Meeting**"). It is currently anticipated that an Admission Document, including a Notice of General Meeting, will be published later today on the Company's website and will be posted to Shareholders.

Transaction Highlights

C&D Acquisition

- The total consideration payable by EHL for C&D is up to £1.96 million. This consideration will be satisfied by:
    - o initial consideration of approximately £0.73 million payable on completion of the C&D Acquisition comprising: (i) £0.41 million in cash; and (ii) the issue of 4,266,666 new Ordinary Shares at the Placing Price (approximately £0.32 million); and
    - o deferred consideration of up to approximately £1.23 million to be satisfied by the issue of new Ordinary Shares (further details are set out in paragraph 7 below).
- Approximately £0.16 million of the cash consideration payable by EHL to Zac Cosgrove and Luke Drew on Completion will be used to discharge and satisfy Zac Cosgrove's and Luke Drew's outstanding directors' loan accounts.
- Bob Holt (Chair of the Company) is also a shareholder of C&D. However, he will not receive any of the initial cash consideration but instead will receive 1,804,000 new Ordinary Shares at the Placing Price, which is proportionate to his share of the initial cash consideration.
- Bob Holt also has an outstanding non-interest bearing loan to C&D of £450,000. Subject to completion of the C&D Acquisition occurring, half of this loan will be discharged and settled through the issue of 3,000,000 new Ordinary Shares by the Company at the Placing Price on Second Admission (the "**Bob Holt Loan Conversion**"). The remaining loan balance of £225,000 will remain outstanding following Completion and Bob Holt has undertaken not to demand repayment of the balance until 1 January 2027 at the earliest.
- Pursuant to the C&D Lock-in Deed, each of the C&D Locked-in Persons (as defined in Appendix IV) has undertaken to the Company,Shore Capital and Zeusthat they will not, and will procure that their related parties will not, dispose of any Ordinary Shares held by them at Second Admission or acquired following Second Admission for a period of 12 months from the date of Admission. Each C&D Locked-in Person has also undertaken that, for the period of 12 months following the first anniversary of the date of Second Admission, they will, and will procure that their related parties will, only dispose of Ordinary Shares held by them at Second Admission or acquired following Second Admission on an orderly market basis through the Company's broker/s from time to time. These restrictions apply to any Additional Consideration Shares allotted to the C&D Locked-in Persons for the same periods as set out previously but by reference to their date of admission to trading on AIM. Further information on the C&D Lock-in Deed is set out in paragraph 7 of Appendix I to this Announcement.

SWHS Acquisition

- The total consideration payable by EHL for SWHS is up to £1.15 million. This consideration is to be satisfied by:
    - o initial consideration of £0.85 million payable on completion of the acquisition of SWHS comprising: (i) £0.5 million in cash; and (ii) the issue of 4,666,666 new Ordinary Shares at the Placing Price (approximately £0.35 million); and
    - o deferred consideration of up to £0.3 million to be satisfied by the issue of new Ordinary Shares or cash at the seller's discretion (further details are set out in paragraph 7 below).
- Pursuant to the SWHS Lock-in Deed, Andrew Custer has undertaken to the Company,Shore Capital and Zeusthat he will not, and will procure that his related parties will not, dispose of any Ordinary Shares held by them at Second Admission or acquired following Second Admission for a period of 12 months from the date of Second Admission. Andrew Custer has also undertaken that, for the period of 12 months following the first anniversary of the date of Second Admission, he will, and will procure that his related parties will, only dispose of Ordinary Shares held by them at Second Admission or acquired following Second Admission on an orderly market basis through the Company's broker/s from time to time. These restrictions apply to any Additional Consideration Shares allotted to Andrew Custer for the same periods as set out previously but by reference to their date of admission to trading on AIM. Further information on the SWHS Lock-in Deed is provided in paragraph 7 of Appendix I to this Announcement.

Placing

- The conditional placing of up to 53,333,333 new Ordinary Shares to raise up to £4.0 million (all of which is EIS/VCT qualifying) (before expenses) for the Company at the Placing Price by way of an accelerated bookbuild process (the "**Bookbuild**") which will be launched immediately following the release of this Announcement
- The Placing Price represents a discount of 9.1% to the closing price of an Ordinary Share on 7 August 2024, being the last business day prior to the release of this Announcement.
- Certain of the Directors intend to conditionally subscribe for 879,999 new Ordinary Shares in the Non-EIS and VCT Placing (being, in aggregate, approximately £66,000).

Capitalised terms used in this announcement (the **"Announcement"**) have the meanings given to them in the section headed "Definitions" at Appendix IV to this Announcement, unless the context provides otherwise.

Shore Capital and Corporate Limited (**"SCC"**) is acting as nominated adviser to EARNZ and Shore Capital Stockbrokers Limited (**"SCS"**) and Zeus Capital Limited (**"Zeus"** and, together with SCS, the **"Joint Brokers"**) are acting as joint brokers in connection with the Proposals.

Bob Holt, Executive Chair of EARNZ, said: "*"We are delighted to announce the proposed acquisitions of Cosgrove & Drew and South West Heating Services. These two businesses are well aligned to the Group's strategy to build a leading energy services business in a high growth market that is aligned to the UK Government's decarbonisation agenda."*

"We intend to continue to grow the business and extend our presence in the sector, and to be the partner of choice for our customers through the provision of consistent, high quality, multi-dimensional offerings.

"EARNZ is well positioned to take advantage of the very exciting commercial opportunities ahead in what is a highly fragmented market, which will ultimately deliver positive shareholder value. I look forward to bringing news of further earnings enhancing acquisitions in the not too distant future."

Use of proceeds of the Placing

The net proceeds of the Placing will be used to: (i) satisfy the cash element of the consideration payable for the Acquisitions; and (ii) for general working capital purposes of the Enlarged Group.

Details of the Placing

The Placing will be conducted by way of the Bookbuild which will be launched immediately following the release of this Announcement, in accordance with the terms and conditions set out in Appendix III to this Announcement.

The Company, the Directors, SCC, SCS andZeushave entered into the Placing Agreement, pursuant to which, subject to certain conditions, each of SCS andZeushas conditionally agreed to use reasonable endeavours to procure subscribers for the Placing Shares to be issued by the Company, pursuant to the Placing.

The final number of Placing Shares will be agreed by the Company, Shore Capital and Zeus following the close of the Bookbuild, and the result of the Placing will be announced as soon as practicable thereafter. The timing for the close of the Bookbuild and allocation of the Placing Shares shall be at the discretion of Shore Capital and Zeus in consultation with the Company. The Placing is not being underwritten. Members of the public are not entitled to participate in the Placing and none of the Placing Shares are being offered or sold in any jurisdiction where it would be unlawful to do so.

As part of the Placing, certain of the Placing Shares will be issued to Placees who have elected to seek relief under the Enterprise Investment Scheme (the "**EIS Placing"**) and to companies that are approved as Venture Capital Trusts (the **"VCT Placing"**). The EIS Placing Shares and VCT Placing Shares will be unconditionally issued to the relevant Placees at 11.59 p.m. on 27 August 2024 and 7.30 a.m. on 28 August 2024, respectively, so that Placees investing as part of the EIS Placing and the VCT Placing should be able to benefit from tax advantages pursuant to the EIS rules and the VCT rules as governed by HMRC. Admission to trading on AIM for such shares is anticipated to take place at 8.00 a.m. on 28 August 2024.Re-Admission of the Existing Ordinary Shares and the admission of theInitial Consideration Shares, the Bob Holt Loan Conversion Shares, andthe Non-EIS and VCT Placing Shares is anticipated to take place at 8.00 a.m. on 29 August 2024.

The Placing is conditional, *inter alia*, upon:

- the resolutions which are to be proposed at the General Meeting being passed by the requisite majority;
- save in respect of the EIS Placing Shares and VCT Placing Shares, the SPAs being unconditional in all respects (save for any conditions that relate to Second Admission and the Placing Agreement) or such other date as may be agreed between Company, Shore Capital and Zeus;
- the issue of the EIS Placing Shares and VCT Placing Shares at or before 7:30 a.m. on the First Admission Date;
- save in respect of the EIS Placing Shares and VCT Placing Shares, the Placing Shares being admitted to trading on AIM; and
- the Placing Agreement becoming unconditional in all respects save for Second Admission and not having been terminated. By choosing to participate in the Placing and by making a verbal offer to acquire Placing Shares, investors will be deemed to have read and understood this Announcement (including the Appendices) in its entirety and to be making such offer on the terms and subject to the conditions in this Announcement, and to be providing the representations, warranties and acknowledgements contained in the Appendices.

Your attention is drawn to the detailed terms and conditions of the Placing set out in Appendix III to this announcement.

General

The issue of the New Ordinary Shares is conditional, *inter alia,* on the passing of Resolutions at the General Meeting which is expected to be convened for 10.00 a.m. on 27 August 2024. Applications will be made for the Admission of the New Ordinary Shares and for the Re-Admission of the Existing Ordinary Shares to be admitted to trading on AIM. It is expected that First Admission will occur and that dealings will commence in the EIS Placing Shares and VCT Placing Shares at 8.00 a.m. on 28 August 2024 and that Re-Admission of the Existing Ordinary Shares and Second Admission will occur and that dealings will commence in the Non-EIS and VCT Placing Shares, the Initial Consideration Shares, the Bob Holt Loan Conversion Shares and the Existing Ordinary Shares at 8.00 a.m. on 29 August 2024.

The Placing Shares, the Initial Consideration Shares and the Bob Holt Loan Conversion Shares, will when issued, will be fully paid and rank *pari passu* in all respects with the Existing Ordinary Shares.

Related Party Transaction

As Bob Holt is a shareholder in C&D, as well as a Director of the Company, the proposed acquisition of C&D (including the Bob Holt Loan Conversion) is deemed to be a related party transaction pursuant to AIM Rule 13. The Independent Directors (Linda Main and Sandra Skeete) consider, having consulted with the Company's

nominated adviser, SCC, that the terms of the acquisition of C&D (including the Bob Holt Loan Conversion) are fair and reasonable insofar as the Shareholders are concerned.

Rule 9 Waiver

The Company has applied to the Panel for a waiver of Rule 9 in order to permit the allotment of the Initial Consideration Shares, the Additional Consideration Shares, the Bob Holt Loan Conversion Shares and the Placing Shares and the exercise of the LTIP awards referred to in paragraph 20.2 of this Announcement without triggering an obligation on the part of the Existing Bob Holt Concert Party to make a general offer to Shareholders. The Panel has agreed, subject to Independent Shareholders' approval on a poll, to waive the requirement for the Existing Bob Holt Concert Party to make a general offer to all Shareholders where such an obligation would arise as a result of the allotment of the Initial Consideration Shares, the Additional Consideration Shares, the Bob Holt Loan Conversion Shares and the Placing Shares to the Existing Bob Holt Concert Party and the exercise of the LTIP awards referred to in paragraph 20 of this Announcement. A Rule 9 Waiver has been granted by the Panel and in the event that the Existing Bob Holt Concert Party is allotted all the Additional Consideration Shares and the maximum LTIP awards vest under the terms of the LTIP, the Existing Bob Holt Concert Party may hold in excess of 30 per cent. but not more than 50 per cent. of the so enlarged ordinary share capital. As such, the Existing Bob Holt Concert Party would not be entitled to further increase its holding or voting rights without incurring a further obligation under Rule 9 to make a mandatory offer. Further, individual members of the Existing Bob Holt Concert Party will not be able to increase their percentage shareholding through or between a Rule 9 threshold without Panel consent.

In the event that the Proposals are approved at the General Meeting, the Existing Bob Holt Concert Party will not be restricted from making an offer for the Company unless they have made a statement that they will not, or have entered into an agreement with the Company not to, make an offer. No such statement has been made or agreement entered into.

This Announcement should be read in its entirety. Defined terms used throughout this announcement have the meanings set out in Appendix IV to this Announcement unless the context requires otherwise. In particular, you should read and understand the information provided in the "Important Notices" section below and Appendix II to this announcement contains certain Risk Factors in relation to the Acquisitions and the Enlarged Group which should be carefully considered.

The person responsible for arranging the release of this Announcement on behalf of EARNZ is John Charlton.

Enquiries:

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IMPORTANT NOTICES

SCS and SCC are authorised and regulated by the FCA in the United Kingdom and are acting exclusively for EARNZ and no one else in connection with the Proposals, and SCS and SCC will not be responsible to anyone (including any placees) other than EARNZ for providing the protections afforded to its clients or for providing advice in relation to the Proposals or any other matters referred to in this Announcement.

Zeus Capital Limited is authorised and regulated by the FCA in the United Kingdom and is acting exclusively for EARNZ and no one else in connection with the Placing, and Zeus will not be responsible to anyone (including any placees) other than EARNZ for providing the protections afforded to its clients or for providing advice in relation to the Placing or any other matters referred to in this Announcement.

No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by the Joint Brokers or by any of their respective Representatives as to, or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

The responsibilities of SCC as EARNZ's nominated adviser under the AIM Rules for Nominated Advisers are owed solely to the London Stock Exchange and are not owed to EARNZ or to any director of EARNZ or to any other person.

This Announcement may contain, or may be deemed to contain, "forward-looking statements" with respect to certain of EARNZ's plans and its current goals and expectations relating to its future financial condition, performance, strategic initiatives, objectives and results. Forward-looking statements sometimes use words such as "aim", "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "seek", "may", "could", "outlook" or other words of similar meaning. By their nature, all forward-looking statements involve risk and uncertainty because they relate to future events and circumstances which are beyond the control of EARNZ, including amongst other things, United Kingdom domestic and global economic business conditions, market-related risks such as fluctuations in interest rates and exchange rates, the policies and actions of governmental and regulatory authorities, the effect of competition, inflation, deflation, the timing effect and other uncertainties of future acquisitions or combinations within relevant industries, the effect of tax and other legislation and other regulations in the jurisdictions in which EARNZ and its affiliates operate, the effect of volatility in the equity, capital and credit markets on EARNZ's profitability and ability to access capital and credit, a decline in EARNZ's credit ratings; the effect of operational risks; and the loss of key personnel. As a result, the actual future financial condition, performance and results of EARNZ may differ materially from the plans, goals and expectations set forth in any forward-looking statements. Any forward-looking statements made in this Announcement by or on behalf of EARNZ speak only as of the date they are made. Except as required by applicable law or regulation, EARNZ expressly disclaims any obligation or undertaking to publish any updates or revisions to any forward-looking statements contained in this Announcement to reflect any changes in EARNZ's expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

No statement in this Announcement is intended to be a profit forecast or estimate, and no statement in this Announcement should be interpreted to mean that earnings per share of EARNZ for the current or future financial years would necessarily match or exceed the historical published earnings per share of EARNZ.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is a criminal offence in the United States. The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada, no prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained from the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares; and the Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of the United States, Australia, Canada, the Republic of South Africa or Japan. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Canada, the Republic of South Africa or Japan or any other jurisdiction outside the United Kingdom or the EEA.

Neither the content of EARNZ's website nor any website accessible by hyperlinks on EARNZ's website is incorporated in, or forms part of, this Announcement.

Information to Distributors

UK product governance

Solely for the purposes of the product governance requirements contained within Chapter 3 of the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK Product Governance Requirements"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the UK Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that such securities are: (i) compatible with an end target market of investors who meet the criteria of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in paragraph 3 of the FCA Handbook Conduct of Business Sourcebook; and (ii) eligible for distribution through all distribution channels (the "Target Market Assessment"). Notwithstanding the Target Market Assessment, distributors (for the purposes of UK Product Governance Requirements) should note that: (a) the price of the Placing Shares may decline and investors could lose all or part of their investment; (b) the Placing Shares offer no guaranteed income and no capital protection; and (c) an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Brokers will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of Chapter 9A or 10A respectively of the FCA Handbook Conduct of Business Sourcebook; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels**.**

EEA product governance

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("MiFID II"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures in the European Economic Area (together, the "MiFID II Product Governance Requirements"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of (a) retail investors, (b) investors who meet the criteria of professional clients and (c) eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "EU Target Market Assessment"). Notwithstanding the EU Target Market Assessment, distributors should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the EU Target Market

Assessment, the Joint Brokers will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the EU Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

	2024[1]
Publication of the Admission Document	8 August
Latest time and date for receipt of completed Forms of Proxy and CREST voting instructions	10.00 a.m. on 22 August
General Meeting	10.00 a.m. on 27 August
First Admission occurs and dealings commence in the EIS and VCT Placing Shares on AIM	8.00 a.m. on 28 August
EIS and VCT Placing Shares credited to CREST accounts, where applicable, by	8.00 a.m. on 28 August
Re-Admission and Second Admission occur and dealings re-commence in the Existing Ordinary Shares and commence in the Non-EIS and VCT Placing Shares, the Initial Consideration Shares and the Bob Holt Loan Conversion Shares on AIM	8.00 a.m. on 29 August
Non-EIS and VCT Placing Shares, the Initial Consideration Shares and the Bob Holt Loan Conversion Shares credited to CREST accounts, where applicable, by	8.00 a.m. on 29 August
Despatch of definitive share certificates (as applicable)	within 10 business days of each Admission date

Notes:

1. *Each of the above times and dates is subject to change at the absolute discretion of the Company and Shore Capital.Any changes will be notified via a Regulatory Information Service.*
2. *All references to times in this Announcement are to the time in London, unless otherwise stated.*

APPENDIX I

Further Information

The following is an extract and summary from admission document (the "**Admission Document**") which is expected to be published and despatched to Shareholders later today and will be available on EARNZ's website at www.earnzplc.com.

1. **Introduction**

EARNZ plc, an AIM Rule 15 cash shell, announces that EHL (its wholly owned subsidiary) has entered into two separate sale and purchase agreements (the "**SPAs**"), each conditional on Shareholder approval, to acquire the entire issued share capital of each of Cosgrove & Drew Ltd ("**C&D**") and South West Heating Services Ltd ("**SWHS**") (together, the "**Acquisitions**" and together with the Company, the "**Enlarged Group**") for a total maximum consideration of £3.1 million, the initial consideration for which will be settled as to £0.67 million by the allotment of 8,933,332 new Ordinary Shares and as to approximately £0.9 million in cash. Each of the Targets operates in the

energy services sector, in accordance with the Company's acquisition strategy. These Acquisitions, together and separately, constitute a reverse takeover pursuant to Rule 14 of the AIM Rules for Companies and, as such, are subject to Shareholders' approval at the General Meeting. Bob Holt is a shareholder in C&D, therefore the proposed acquisition of C&D is a related party transaction, further details of which are set out in paragraph 21 below.

At the same time, the Company is proposing to raise conditionally up to £4.0 million (all of which of which is EIS/VCT qualifying) by way of a Placing, subject to shareholder approval, the net proceeds of which will be used to satisfy the cash consideration payable for the Acquisitions and to provide working capital for the Enlarged Group. Certain of the Directors intend to invest, in aggregate, approximately £66,000 in the Non-EIS and VCT Placing.

2. History and background

The Company, previously named Verditek plc and under a different board, historically looked to identify early-stage business opportunities in the clean technology sector, invest in the opportunities identified and then guide them through to commercial success. As part of this former strategy, the Company invested in Verditek Italy srl ("**Verditek Italy**"), an Italian solar business. However, the financial year ended 31 December 2023 ("**FY23**") proved to be operationally and commercially challenging and although the Company's previous board sought to mitigate these challenges through several measures to lower the cost base, these measures were not successful. As a result, on 28 February 2024, a general meeting was held to approve the disposal of Verditek Italy to Verditek Solar Ltd, a new company established by the holders of the Company's secured convertible loan notes (the "**Notes**") in exchange for the surrender of those Notes by the noteholders (the "**Disposal**"). The noteholders and Verditek Solar Ltd warranted that Verditek Solar Ltd was the legal and beneficial owner of the Notes with full title guarantee free from all encumbrances and other third party rights, and that each waived, released and relinquished all rights they may have had under the Notes and their instrument, and that the Company's obligations under the same had been fully satisfied. At the same meeting, authority was sought from the Shareholders of the Company to issue up to 400 million new shares to raise up to £300,000 at 0.075p per share. The purpose of seeking this authority was to give the Company the flexibility to issue new shares on successful completion of the Disposal and to facilitate the transition to the new management team.

On 28 February 2024, it was announced that Bob Holt had entered into a £300,000 loan agreement with the Company and agreed to help procure subscribers for 400 million new ordinary shares at 0.075p per share pursuant to the Shareholder authority referred to above.

Completion of the Disposal took place on 29 February 2024 and, on 1 March 2024, it was announced that the Company's previous directors, The Rt Hon Lord David Willetts, Robert Richards and George Katzaros, had all resigned and that John Charlton and Bob Holt had been appointed as directors of the Company, which had become an AIM Rule 15 cash shell looking for acquisitions in the energy services sector. As a result of becoming an AIM Rule 15 cash shell, the Company has until 31 August 2024, being 6 months from the date of the Disposal, to make an acquisition or acquisitions which constitutes a reverse takeover under AIM Rule 14, failing which trading in the Company's shares on AIM will be suspended. Should the Company's shares remain suspended from trading for 6 months, admission of the Company's shares to trading on AIM will be cancelled under AIM Rule 41 on 28 February 2025.

On 18 March 2024, the Company announced a proposed share consolidation (100:1), fundraising of £3.7 million at 7.5p per share and the conversion into new ordinary shares of Bob Holt's £300,000 loan to the Company. These proposals were approved by Shareholders at a general meeting on 4 April 2024. The net proceeds of the fundraising were used for working capital purposes and, in particular, to satisfy the costs of the due diligence to be carried out on any potential acquisitions to be made by EARNZ.

The Directors have sourced and agreed commercial terms for two acquisition targets, namely C&D and SWHS, that operate within the energy services sector. In particular, these Targets specialise in the maintenance and/or installation of energy efficient products for domestic and commercial use. The Directors believe this sector

presents some exciting commercial opportunities that will ultimately deliver positive shareholder value, further details of which are described in the Admission Document.

3. **Strategy**

The Company's corporate objective is to grow and develop a sustainable business in the energy services sector with a focus on decarbonisation for the benefit of all of its stakeholders. The principal means by which it intends to achieve this is to continue building and extending its presence in its key markets and to be its customers' partner of choice through the provision of consistent, high quality and multi-dimensional offerings across each of the Targets.

As part of this strategy, the Enlarged Group intends specifically to focus upon:

Organic growth and increasing market share

The Enlarged Group will seek to increase its levels of business from existing customers and to win new customers in its existing markets. The Directors believe that there is a significant opportunity to capitalise on the various high quality and/or longstanding relationships within each of the Targets' customer bases as well as each Target's established reputation for reliability, service quality and successful delivery of services, thereby increasing the Enlarged Group's market share in its key markets.

Cross-selling of services

The Directors believe that there is an opportunity to benefit from the increasing focus on procurement efficiency and supplier rationalisation within its core client base by providing multiple services to individual clients, particularly within C&D. Each of the Targets has significant, longstanding customer relationships (particularly SWHS and its relationship with national insurers) within their respective geographies and the Directors believe that this represents an opportunity for the Enlarged Group to promote the leading service capabilities of each Target to these customers and so offer a more comprehensive service offering that rationalises the customer's supply chain and therefore offers an attractive operational and financial solution for both the customer and the Enlarged Group.

Expansion into complementary markets and adjacent geographies

Going forward, the Directors intend to pursue further opportunities, both organically and by focused acquisitions, to provide additional services within the wider energy services sector.

The Enlarged Group intends to explore opportunities to expand its presence in its core markets and geographies and in other complementary markets and geographies with attractive growth characteristics. The Directors will look to leverage the Enlarged Group's existing capabilities, expertise and broad service offering together with its understanding of local client requirements so as to continue developing its geographical footprint beyond the South-West and the South of England.

Targeted complementary acquisitions

The Enlarged Group will continue to look to broaden and enhance its capabilities and accelerate its growth profile through targeted acquisitions. The Directors believe that there are opportunities to:

- pursue further earnings-enhancing acquisitions which build further presence in the Enlarged Group's core energy services markets;
- broaden the Enlarged Group's service proposition by adding services which are complementary to its existing service offering and which can offer further opportunities to cross-sell these services;
- extend coverage into adjacent or other geographies; and
- provide the opportunity to enhance operating margins and improve cash generation.

4. **Background to and reasons for the Acquisitions**

As an AIM Rule 15 cash shell, the Company is required to make an acquisition or acquisitions which constitute a reverse takeover by 31 August 2024. The Company stated previously that it was looking for acquisitions in the energy services sector and the Board believes that the Acquisitions represent an opportunity which aligns with the Company's corporate strategy to capitalise on the drive for global decarbonisation and will provide a platform for future growth both organically and inorganically through further acquisitions in the energy services sector. Each Acquisition is considered by the Directors to be complementary to the core ambition of the Company and earnings enhancing.

5. **The Acquisitions**

The Company has identified and agreed commercial terms with the vendors of the following two Targets which operate in the energy services sector:

Cosgrove & Drew Ltd

Introduction

Cosgrove & Drew Ltd is an award winning asset and energy support services company, predominantly servicing customers in the South-West of England across Bristol, Gloucestershire, Wiltshire and Dorset, but also London and the South of England. It delivers a range of mechanical engineering services, such as full industrial and commercial projects, installations across housing associations, local authorities and domestically, transitioning to renewable energy and, and servicing and maintenance.

The company was founded in 2014 by its Joint Managing Directors, Zac Cosgrove and Luke Drew, incorporated in 2015 and is headquartered in Bristol. It currently employs over 50 staff, including approximately 40 engineers and 14 support staff. Its apprenticeship programme set up in 2016 allows the company to train new engineers pairing junior staff with senior mentors offering a blend of experience levels which contributes to consistent and efficient project delivery.

The Directors believe that C&D has created a strong reputation for delivering bespoke and complex mechanical engineering solutions and building fabric within both the private and public sectors, including for housing associations and local authorities.

Business overview

The company operates across two core business divisions:

i) **Major Projects** ("**MP**") - self delivery of large commercial projects such as industrial pipework installations. The company utilises a highly skilled team of engineers bringing years of hands-on experience in self-delivery, project management, and executing complex builds from start to finish.

Core services which can be provided are set out below:

- heating solutions - a complete design and installation service ranging from small domestic to large commercial installations;
- hot and cold-water systems-- plumbing installations, including hot and cold-water distribution and sanitary ware installations from a single WC to full toilet blocks, showers and wet rooms;
- sanitary installation - across commercial, retail, leisure or the residential sectors that can be designed and installed to specific requirements;
- above ground drainage - installations of building drainage and ventilation systems to improve both the efficiency of the drainage systems and mitigate the escape of foul air into habitable areas;
- plantroom installations - a range of services for plant rooms from design and specification through to fabrication, installation, commissioning and maintenance;
- gas services - a full range of commercial gas services, including pipework installation, testing and commissioning and plant service works utilising Gas Safe registered operatives; and
- design and consultation-- delivering full mechanical and electrical projects utilising the company's ever-growing specialist subcontractor supply chain, which are typically similar

sized businesses from the local area to create a team of highly skilled engineers with the capabilities to deliver commercial projects on time, on budget and to the highest of standards.

Contracts are entered into between C&D and the contractor managing the site, with typical contracts being between 12 and 36 months.

Upon an initial tender, an independent estimating consultant is engaged to advise C&D on the quote. Quotes are reviewed and approved internally and all quotes submitted are recorded within C&D's project management and CRM software system, "Simpro". If a quote is accepted, it is moved, within Simpro, to an 'Open Workflow', where materials and sub-contractors can be ordered, and engineers assigned. Once a predetermined milestone of the project has been met, C&D will assess the work that has been completed to date, as a percentage of the total contract value. C&D will then submit a corresponding claim for revenue to the contractor. Should the contractor not agree with C&D's assessment of work completed, the contractor will submit a 'pay less notice'. C&D is entitled to the whole amount of the quote agreed. However, timing of recognition is dependent on agreement of deliverables and milestones with each contractor. Further details of C&D's revenue recognition policy is set out in Section B of Part V of the Admission Document, which will be published later today.

The timeline for the whole project is detailed by the contractor within the 'Programme of Works', although it can be subject to delays and unforeseen costs as C&D is dependent on other contractors on site completing their work within the agreed timeline. Delays are highlighted to the contractor in a weekly 'Dependencies Report' which can result in C&D incurring additional costs, which may be negotiated and recouped with the contractor through either:

- revisiting charges - additional labour costs for site revisits by C&D engineers is recharged;
- variation of work charges-- for changes to original scope of work in the quote; or
- agreed extension of time charges-- C&D will agree extension of time rates to keep assigned staff onsite albeit C&D do not retain any profits under extension of time charges.

As a result of timing of revenue recognition and potential delays, fluctuations in gross profit margins occur between different MP projects, the C&D directors note that typically the smaller and quicker the project, the lower the likelihood for delays and unforeseen costs arising.

The Major Projects division contributed revenue of approximately £6.0 million in the year ended 31 December 2023.

ii) **Facilities Management ("FM") -**the provision of small scale project work or maintenance services of customer facilities, including existing heating, hot water, gas and renewable energy assets to ensuring continuity, longevity, efficiency, regulatory compliance, and onsite safety.

In 2022, C&D started focusing on smaller remedial projects, classified as FM. The FM division became a separate division in 2023 with further investment made establishing the FM division, including employing FM specific staff. C&D's management notes that FM projects are smaller in scale and therefore have a lower likelihood of incurring unexpected costs compared to MP, with higher and more stable gross profit margins. Thus C&D management's long-term strategy is to increase the FM offering, while reducing the MP offering, becoming more selective with the type of works it undertakes as part of MP with key clients.

FM and small works can be further sub-divided into the following three primary services:

- **PPM**- C&D's engineers attend onsite to conduct initial site audit, testing and servicing before carrying out planned phased maintenance of equipment to help maximise efficiency and ensure safety and compliance. This includes upgrading legacy systems by retrofitting new, energy efficient technologies to reduce energy usage and costs and management and the commissioning of new plants and responsible decommissioning of outdated infrastructure in accordance with environmental regulations;

- **Reactive support -**the company's responsive maintenance services are available 24/7, 365 days a year and comprise a day-to-day reactive service enabling C&D's customers to address immediate

needs with respect to breakdowns and repairs; and

- **Advice and innovation -**focusing on renewable energy solutions to help improve energy efficiency. This service helps customers assess the viability of integrating renewable energy sources or lower-carbon alternatives, where applicable, to support the planning and co-ordination required for these complex infrastructure projects. C&D utilises advanced diagnostic equipment and data analytics to optimise operational efficiency to recommend targeted solutions.

Each service is carried out by a dedicated team ofmaintenance and small works engineers who are specifically trained and supported to work full time on maintenance contracts. FM work typically derives via two routes; through scoping and identifying public tender opportunities which align with C&D's wider term strategic plans and also through offering C&D's core business services to target clients.

Once the customer order is finalised, it is logged in Simpro. Material purchase orders, subcontractor work orders, and engineers are then requested and assigned. During the course of the project, purchase invoices and timesheets are recorded and assigned to the project on project management and CRM software ("**Simpro**"). Once the work is finished, the engineer on site will mark the project as 'Complete' on Simpro, and a sales invoice is generated for payment.

As compared to MP, FM projects are typically smaller in scope and therefore a lower likelihood of incurring unexpected costs with higher, more stable gross profit margins albeit small fluctuations in gross profit margins do occur between FM projects due to differing mark-ups depending on geographical location and small additional costs incurred.

The C&D directors intend to expand FM as part of C&D's longer-term strategy. FM contributed revenue of approximately £3.3 million in the year ended 31 December 2023.

Customer concentration

The C&D directors believe that C&D has a number of key strengths which both define it and differentiate it from its competitors. The C&D directors note that it has created a strong reputation in its core markets of the private, public and regulated sectors, built on reliability, service quality and the successful delivery of technology-led cost effective services to its customers. As a consequence, C&D has developed a number of significant, long standing relationships with private companies, local authorities and housing associations enabling it to refine its service offering further and capitalise on a range of cross-selling and other growth opportunities.

Competitive market

The competitive environment is diverse and the other companies operating in the same market include larger national contractors, and South West England based retrofit specialists, which together with small local firms form a key part of the competitive landscape in local regions.

C&D seeks to differentiate itself from its competitors by concentrating on its core strengths in mechanical engineering services, collaborative working practices, including leveraging technology to inform decision making, excellent service, and quality of workmanship.

The C&D directors seek to leverage technology to overcome problems typically prevalent in the construction industry; such as delays, budget overruns and material or labour shortages. Within its MP, C&D utilises Simpro to obtain real-time project data, to inform decision making, planning, visibility, and control with the aim to help mitigate delays and budget overruns.However, C&D has been subject to losses on three onerous contracts within its MP division through lack of control around project analysis which are treated as onerous contracts within the historical financial information of C&D as set out in Section B of Part V of the Admission Document. As part of the Admission process, the Directors have set out processes for monitoring project cost controls and identification of onerous contracts within the Board Memorandum on Financial Position and Prospects Procedures.

Within the FM division, the C&D directors note that larger commercial sites now expect advanced technology integration and intelligent building solutions as standard offerings. However, the C&D directors believe the

mechanical engineering and construction industry tends to lag in adopting new technologies which presents an opportunity for C&D to stand out by providing cutting-edge intelligent building services that solve modern problems which many customers face such as limited asset life cycle plans, the lack of data to analyse usage insights and inefficient lighting and heating, ventilation and air conditioning systems.C&D utilises advanced diagnostic equipment and data analytics to optimise operational efficiency. By taking a data-driven approach and focusing on services on intelligent building implementation, the C&D directors believe the company can recommend targeted solutions for each customer in a way competitors fail to address.

South West Heating Services Ltd

Introduction

South West Heating Services Ltd was incorporated in 2019 by its founder and Managing Director, Andrew Custer, who has over 20 years' experience operating within the heating services sector and manages an experienced team of qualified heating technicians. SWHS provides heating installation and maintenance services predominantly for domestic insurance claims of national heating providers, but it also offers its services directly to some private domestic clients. SWHS is based in Plymouth and operates across Cornwall, Devon and Somerset. It has 14 employees consisting of a team of administrative staff and 10 heating technicians, most of whom are based in Plymouth with two engineers being based in Bristol.

Business overview

SWHS offers three service lines:

1. *Boiler service, maintenance and repairs*

SWHS predominantly operates as a third-party heating installation and repair company, servicing domestic systems for private homeowners on behalf of their boiler insurance provider. Representing c.80 per cent. of the company's revenue in the year ended 30 June 2023 ("**FY23**"), the boiler servicing, maintenance and repairs service utilises a team of fully qualified heating technicians, providing reactive and preventative maintenance on domestic heating systems. SWHS also offers provision of these services to customers directly.

2. *New boiler installation*

New boiler installation includes a survey to assess the current boiler installation and to discuss the customers' requirements with advice on suitable boiler options, as well as a provision of a quote tailored to the individual customer. SWHS's heating technicians will supply and fit a new boiler which includes a ten year extended manufacturer parts and labour guarantee as standard.

3. *Care plans*

SWHS offers three maintenance plan options for private homeowners and landlords as outlined below. These provide proactive and reactive maintenance and repair for heating systems with call-outs, servicing and parts all included in a single monthly payment.

- Swes Care - cover for domestic boiler, controls and heating system with an annual boiler service;
- Swes Care Landlord - cover for the domestic boiler, controls and heating system with an annual boiler service and gas safety check; and
- Swes Care Service -cover for the controls and heating system with an annual boiler service.

While in FY23 this represented an insignificant proportion of SWHS's revenue, Andrew Custer, the SWHS Seller, considers that it could represent a growth opportunity through marketing this to existing customers during routine services, and maintenance call outs.

Competitive market

SWHS operates in a regionally focused fragmented marketplace with a large number of owner operators in the wider domestic heating installation, repair and service sector. There is thus a high level of competition for private

domestic work and qualified employees. However, Andrew Custer considers that the company's reputation and established longstanding relationships with national insurers means there are considered to be significant barriers to entry for competitors to operate within SWHS's main revenue stream of servicing domestic systems for private homeowners on behalf of their boiler insurance provider.

Customer Concentration

SWHS's key customers are national insurers, with its three main insurance customers accounting for over 75 per cent. of its revenue in FY23, of which one customer, represented approximately 45 per cent. of FY23's revenue. Whilst there are no exclusivity arrangements in place between the national insurers and SWHS, SWHS is a preferred supplier for its largest customer and has established long standing relationships with its top customers with additional business driven by reputation and recommendation.

6. **Summary historical financial information on the Acquisitions**

Cosgrove & Drew Ltd

The table below sets out C&D's summary financial information for the periods indicated, prepared in accordance with IFRS.

£'000	10 months ended 31 December2021	Year ended 31 December 2022	Year ended 31 December2023
Revenue	3,856	6,290	9,085
Cost of sales	(3,854)	(5,014)	(8,627)
Gross profit	2	1,276	458
(Loss)/ profit before tax	(524)	413	(832)
Total (loss) / profit	**(361)**	**327**	**(591)**

In the six months ended 30 June 2024, C&D had unaudited revenue of £4.8 million and EBITDA of £0.24 million. The Board considers that the year ended 31 December 2024 will be second half weighted.

South West Heating Services Ltd

The table below sets out SWHS's summary financial information for the periods indicated, prepared in accordance with IFRS.

£'000	Year ended 30 June2021	Year ended 30 June2022	Yearended30 June2023	9 monthsended 31 March2024
Revenue	803	687	971	1,085
Cost of sales	(631)	(553)	(697)	(720)
Gross profit	172	134	274	365
Profit before tax	120	61	184	275

Total profit	89	56	152	220

7. **Summary terms of the Acquisitions**

Cosgrove & Drew Ltd

Under the terms of the C&D SPA, the Company has, through its wholly owned subsidiary, EHL, conditionally agreed to acquire C&D for a total consideration of up to £1.96 million, comprising:

- initial consideration of approximately £0.73 million payable on Second Admission comprising: (i) £0.41 million in cash; and (ii) approximately £0.32 million to be satisfied by the issue of 4,266,666 new Ordinary Shares by the Company at the Placing Price. Approximately £0.16 million of the cash consideration will be paid to C&D on Completion in satisfaction of Zac Cosgrove's and Luke Drew's outstanding directors' loan account. Bob Holt will not receive any of the initial cash consideration, but will receive 1,804,000 new Ordinary Shares to ensure that Bob Holt will receive his proportionate share of the initial cash consideration (ignoring for these purposes the £0.16 million relating to directors' loans) (i.e. 33 per cent.); and

- deferred consideration of up to approximately £1.23 million via earnout, to be satisfied wholly by the issue of new Ordinary Shares, subject to C&D achieving minimum EBITDA targets (exceeding £500,000) in each 12 month period from Completion and each anniversary thereof until the total consideration of £1.96 million is achieved.

As part of the acquisition of C&D, half of Bob Holt's outstanding non-interest bearing loan to C&D of £450,000 will be discharged and settled on Second Admission (subject to the acquisition of C&D completing) through the issue of 3,000,000 new Ordinary Shares by the Company at the Placing Price. The balance of £225,000 will remain outstanding following Completion and Bob Holt has undertaken not to demand repayment of the balance until 1 January 2027 at the earliest.

Pursuant to the C&D Lock-in Deed, each of the C&D Locked-in Persons has undertaken to the Company,Shore Capital and Zeusthat they will not, and will procure that their related parties will not, dispose of Ordinary Shares held by them at Second Admission or acquired following Second Admission for a period of 12 months from the date of Second Admission.

Each C&D Locked-in Person has also undertaken that, for the period of 12 months following the first anniversary of the date of Second Admission, they will, and will procure that their related parties will, only dispose of Ordinary Shares held by them at Second Admission or acquired following Second Admission on an orderly market basis through the Company's broker from time to time.

The above restrictions apply to any Additional Consideration Shares allotted to the C&D Locked-in Persons for the same periods as set out above but by reference to their date of admission to trading on AIM.

The restrictions on the disposal of Ordinary Shares contained in the C&D Lock-in Deed do not apply in certain limited circumstances, including disposals by way of acceptance of a recommended takeover offer for the entire issued share capital of the Company.

South West Heating Services Ltd

Under the terms of the SWHS SPA, the Company has, through its wholly owned subsidiary, EHL, conditionally agreed to acquire SWHS for a total consideration of up to £1.15 million plus an amount equal to the surplus cash in SWHS on Completion (the "**Surplus Cash Sum**"), comprising;

- initial consideration of £0.85 million plus the Surplus Cash Sum payable on Second Admission comprising: (i) £0.5 million plus the Surplus Cash Sum in cash; and (ii) £0.35 million to be satisfied by the issue of 4,666,666 new Ordinary Shares by the Company at the Placing Price; and

- deferred consideration of up to £0.3 million to be satisfied by the issue of new Ordinary Shares or cash at the SWHS Seller's discretion, subject to SWHS achieving minimum EBITDA for each of the first two 12-month periods immediately following Completion.

Pursuant to the SWHS Lock-in Deed, the SWHS Locked-in Person has undertaken to the Company,Shore Capital and Zeusthat he will not, and will procure that his related parties will not, dispose of Ordinary Shares held by them at Second Admission or acquired following Second Admission for a period of 12 months from the date of Second Admission.

The SWHS Locked-in Person has also undertaken that, for the period of 12 months following the first anniversary of the date of Second Admission, he will, and will procure that his related parties will, only dispose of Ordinary Shares held by them at Second Admission or acquired following Second Admission on an orderly market basis through the Company's broker from time to time.

The above restrictions apply to any Additional Consideration Shares allotted to the SWHS Locked-in Person for the same periods as set out above but by reference to their date of admission to trading on AIM.

The restrictions on the disposal of Ordinary Shares contained in the SWHS Lock-in Deed do not apply in certain limited circumstances, including disposals by way of acceptance of a recommended takeover offer for the entire issued share capital of the Company.

8. **Details of the Placing**

The Company, the Directors, Shore Capital andZeushave entered into the Placing Agreement, pursuant to which, subject to certain conditions, each of Shore Capital andZeushas conditionally agreed to use reasonable endeavours to procure subscribers for the Placing Shares to be issued by the Company, pursuant to the Placing, which will be conducted by way of the Bookbuild (which will be launched immediately following the release of this Announcement).

The Placing will not be underwritten by Shore Capital orZeusin any respect. The issue of the EIS and VCT Placing Shares is conditional on compliance by the Group in all material respects with its obligations under the Placing Agreement as at their date of issue but is not conditional either on First Admission, the Acquisitions or Second Admission or on the issue of any of the Non-EIS and VCT Placing Shares and is not conditional on the Placing Agreement becoming wholly unconditional. The EIS Placing Shares and VCT Placing Shares are expected to be issued to the relevant investors at 11.59 p.m. on 27 August 2024 and 7.30 a.m. on 28 August 2024, respectively, with admission to trading to AIM for such shares taking place at 8.00 a.m. on 28 August 2024.

The allotment of the Non-EIS and VCT Placing Shares and the Initial Consideration Shares, and the Bob Holt Loan Conversion Shares is conditional, among other things, upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms prior to Second Admission and Second Admission taking place by 8.00 a.m. on 29 August 2024 (or such later time and/or date as Shore Capital,Zeusand the Company may agree, in each case, being not later than 8.00 a.m. on 5 September 2024).

The placing of the EIS and VCT Placing Shares will be completed and effective immediately upon allotment and issue of the EIS and VCT Placing Shares and such allotment and issue will not be conditional upon either First Admission or Second Admission. **It is therefore possible that the EIS and VCT Placing Shares will be allotted and issued, but the Non-EIS and VCT Placing Shares, the Initial Consideration Shares, and the Bob Holt Loan Conversion Shares are never issued, Second Admission never occurs and so the Non-EIS and VCT Placing Shares the Initial Consideration Shares, and the Bob Holt Loan Conversion Shares are never admitted to trading on AIM.** The placing of the Non-EIS and VCT Placing Shares is conditional on First Admission.

The Placing Shares will be issued credited as fully paid and will, once issued, rank*pari passu*in all respects with the Existing Ordinary Shares, including the right to receive all dividends and other distributions declared, paid or made after such Admission.

The Placing Shares, following their issue and assuming that all such Placing Shares are allotted, will represent approximately41.0per cent. of the Enlarged Share Capital; the Initial Consideration Shares and the Bob Holt Loan Conversion Shares, following their issue, will represent approximately11.0per cent. of the Enlarged Share Capital; and

the Existing Ordinary Shares following Re-Admission will represent approximately48.0per cent. of the Enlarged Share Capital.

9. **Use of proceeds**

The net proceeds of the Placing will be used by the Company to:

- satisfy the initial cash consideration payable to the Sellers; and
- provide working capital for the Enlarged Group.

10. **Directors, Senior Management and Employees**

Directors

Robert "Bob" Holt OBE, Chairman and Chief Executive Officer (aged 69)

Bob is a highly-accomplished executive with over 35 years' experience in senior leadership roles across various sectors, most recently serving as CEO of Revolution Beauty Plc after joining its board as interim COO. Prior to that, he successfully led Sureserve Group Plc as Chairman, overseeing its successful turnaround that resulted in over a fivefold increase in the company's share price. He is perhaps most widely known for his role in the rise of Mears Group PLC. Since being appointed as Chair in 1996, he guided the company through its successful IPO on AIM and played a pivotal role in building its order book value to £3 billion, establishing Mears as a market leader in its sector. Bob has been awarded the OBE for his services to philanthropic causes.

The Company notes that, as Chair, Bob Holt has an executive role. The Company believes that there are exceptional and well-justified circumstances for this which are set out in Principle 6 in paragraph 12 below. The role of Executive Chair is considered to be temporary and will exist only until a suitable Chief Executive is found, whether that is from within a company which is acquired in future by the Enlarged Group or, if not, following an executive search which would be undertaken at the appropriate time.

John Charlton, Executive Director (aged 68)

John spent 28 years in various senior corporate banking and risk management roles within Barclays plc, specialising latterly in listed business service companies. He joined Sureserve Group plc as Group Company Secretary in 2017 and assisted with the successful turnaround of that business. In addition, John is Trustee and Chair of The Sureserve Foundation.

Elizabeth Lake, Chief Financial Officer (aged 56)

Elizabeth is an accomplished executive with more than 25 years of finance and commercial experience. Previously, Elizabeth joined the board of Revolution Beauty plc as CFO in May 2022 and was instrumental in turning around the business following the suspension of its shares from trading on AIM. Prior to Revolution Beauty plc, she was CFO of AIM quoted, Everyman Media Group plc. During her time at Everyman Media Group plc, Elizabeth successfully led the company through the challenges presented by the Covid 19 pandemic, demonstrating her ability to navigate uncertainty with strong financial and operational acumen. Prior to Everyman Media Group plc, Elizabeth was Chief Financial Officer at the AIM-quoted, Science in Sport plc, and before that, was finance director of Hugo Boss UK and Ireland Limited. She brings extensive UK plc experience to EARNZ having also worked in finance roles at Marks & Spencer, Pearson and Thomson Reuters. Elizabeth is FCA qualified having trained at Coopers and Lybrand (now PwC).

Linda Main, Senior Independent Director (aged 61)

Linda is a Chartered Accountant who retired from KPMG LLP in September 2023 after a long career leading its Capital Markets Advisory Group. Linda has advised on well over 100 IPOs and significant transactions by listed companies of all sizes ranging from start-ups to members of the FTSE 100. She was also a member of the UK board of KPMG where she chaired the Risk Committee and sat on the Audit Committee. Until December 2023, Linda was

a member of the London Stock Exchange's AIM Advisory Group and, earlier in her career, she sat on a number of the QCA's technical committees. She has recently joined the QCA board. Linda is a Trustee of Carers Trust, a leading charity working to transform the lives of unpaid carers. She is also a Non-Executive Director of two private companies. Linda chairs the Company's Audit and Remuneration Committees.

Sandra Skeete, Non-Executive Director (aged 59)

Sandra has over 25 years' experience working in social housing, holding senior roles in organisations such as the Peabody Trust and Refugee Housing Association Limited, and was previously a director of One Housing Group and the Duke of Lancaster Housing Trust. She was the Chief Executive of Octavia Housing Association Group, a not-for-profit organisation offering social housing and care services for vulnerable members of the community in central and west London. She was previously a non-executive board associate of Principality Building Society. Sandra sits on the Company's Audit and Remuneration Committees.

Senior Management

Zac Cosgrove, Managing Director of C&D (aged 33)

Zac, who co-founded C&D with Luke Drew, started his career as an apprentice mechanical engineer for national contractor Lorne Stewart. He has recently completed a PGCert in Leading Business at Gloucester University, and is currently working towards an MBA, to help further enhance his business and leadership skills.

Luke Drew, Managing Director of C&D (aged 34)

Luke, who co-founded C&D with Zac Cosgrove, started as an apprentice mechanical engineer. He is currently working towards his Masters 'MBA Masters Administration' with the University of Gloucestershire following on from a recent award of PGCert in Leading Business.

Andrew Custer, Managing Director of SWHS (aged 45)

Andrew is a skilled professional with experience in the Royal Navy and HVAC industry. After serving on HM submarines, he became a registered gas engineer and joined SWES Ltd as a heating technician and became lead engineer. He played a key role in a management buyout, tripling the company's revenue over five years. In 2011, Andrew helped SWES gain certification under the Microgeneration Certification Scheme, specialising in solar and heat pump installations. In 2019, he founded South West Heating Services, focusing on repair and maintenance for major heating insurance providers.

Melanie Cowpertwait, **Group Financial Controller of EARNZ (aged48)**

Melanie is an FCCA qualified accountant with more than fifteen years' experience of financial accounting, control and reporting within organisations of varying operational reach and complexity. Her background is largely in AIM quoted mining, oil & gas and shipping companies. Melanie has held a number of senior accounting positions and has experience in a number of corporate finance transactions.

11. Employees

Other than the Executive Directors, the Group has two employees. Following Second Admission, other than the Executive Directors, the Enlarged Group will have 74 employees.

12. Corporate governance

AIM companies are required to state which recognised corporate governance code they follow from Admission, how they comply with such code and to explain reasons for any non-compliance.

QCA Code

The Directors recognise the value and importance of high standards of corporate governance and intend, given the Enlarged Group's size and the constitution of the Board, to comply with the recommendations set out in the QCA Code (as updated in 2023). The QCA Code was devised by the Quoted Companies Alliance, in conjunction

with a number of significant institutional small company investors as an alternative corporate finance code applicable to AIM companies and has become a widely recognised benchmark for corporate governance of small and mid-size quoted companies, particularly AIM companies.

Principle 1: Establish a business strategy and business model which promote long-term value for Shareholders

The Enlarged Group's business model and strategy is set out in the Admission Document (which will be published later today). The Directors believe that the Enlarged Group's model and growth strategy will help to promote long-term value for Shareholders. An update on strategy will be given from time to time in the strategic report that is included in the Company's annual report and accounts.

The Directors will continue to take appropriate steps to identify risks and undertake a mitigation strategy to manage these risks following Second Admission, and any emerging risk, including implementing a risk management framework. In the Company's annual report and accounts, further consideration will be given to risks as required by relevant legislation and guidance.

Principle 2: Promote a corporate culture that is based on ethical values and behaviours

The Board recognises that its decisions regarding strategy and risk will impact the Enlarged Group's corporate culture and that this will impact performance. The culture is set by the Board and is considered and discussed at board meetings and the Board is aware that the tone and culture it sets impacts all aspects of the Enlarged Group and the way that employees behave. The Board promotes a culture of integrity, honesty, trust and respect and all employees of the Enlarged Group are expected to operate in an ethical manner in all of their internal and external dealings.

The Enlarged Group undertakes regular reviews and audits in certain specific areas of risk, including anti-bribery, cyber/data risk and whistleblowing.

The Enlarged Group has several policies in place which promote this culture and include whistleblowing, social media, anti-bribery and corruption. The Board takes responsibility for the promotion of ethical values and behaviours throughout the Enlarged Group, and for ensuring that such values and behaviours guide the Enlarged Group's objectives and strategy. The Enlarged Group also has a code for directors' and employees' dealings in securities which is appropriate for a company whose securities are traded on AIM, and is in accordance with Rule 21 of the AIM Rules for Companies and MAR.

The Directors believe that a long-term sustainable business model is essential for discharging the Board's responsibility to promote the success of the Enlarged Group, its employees, Shareholders and other stakeholders of the Company. In considering the Enlarged Group's strategic plans for the future, the Directors will proactively consider the potential impact of its decisions on all stakeholders within its business, in addition to considering the broader environmental and social impact as well as the positive impact it can have within the local community in which the Enlarged Group operates.

The Company fully endorses the aims of the Modern Slavery Act 2015 and takes a zero-tolerance approach to slavery and human trafficking within the Enlarged Group and its supply chain.

Principle 3: Seek to understand and meet Shareholder needs and expectations

The Board is committed to, and actively encourages, effective relationships and communication with Shareholders. The Enlarged Group will meet with its institutional shareholders and will seek regular feedback from those shareholders through its nominated adviser and joint brokers, Shore Capital and Zeus.

All Shareholders are actively encouraged to participate in, and, if possible, attend, the Enlarged Group's annual general meetings ("**AGMs**"). The Enlarged Group will prepare annual report and accounts and a notice of AGM, which will be sent to all Shareholders and will be available for download from the Company's website at www.earnzplc.com.

The Enlarged Group will seek to maintain an active dialogue with Shareholders, who will be kept up to date with its developments by way of announcements made through an RIS on matters of a significant substance and/or a

regulatory nature. Updates will be provided to the market from time to time, including any financial information, and any expected deviations to market expectations will be announced through an RIS. The Enlarged Group's AGM will be an opportunity for Shareholders to meet with the other members of the Board.

The AGM will be open to all Shareholders, giving them the opportunity to ask questions and raise issues during the formal business or, more informally, following the meeting. The results of the AGM will be announced through an RIS.

The Board is keen to ensure that the voting decisions of Shareholders are reviewed and monitored, and the Enlarged Group intends to engage, as appropriate, with Shareholders who do not vote in favour of resolutions at AGMs.

The primary points of contact for Shareholders are the Enlarged Group's Executive Chair, CFO and Linda Main, the Senior Independent Director ("**SID**"). If a shareholder has failed to have a concern satisfactorily dealt with through the normal channels of the Executive Chair or the CFO, they should contact the SID.

All contact details for investor relations are included on the Enlarged Group's website, www.earnzplc.com

Principle 4: Take into account wider stakeholder and social responsibilities and their implications for long-term success

The Enlarged Group takes its corporate social responsibilities very seriously and is focused on maintaining effective working relationships across a wide range of stakeholders including shareholders, employees, customers, suppliers and local communities. The Directors will maintain an ongoing and collaborative dialogue with such stakeholders and take all feedback into consideration as part of the decision-making process and day-to-day running of the business.

Further details of the Enlarged Group's ESG policy and plans are set out in paragraph 13 below and will be reported on in the Enlarged Group's annual report and accounts.

Principle 5: Embed effective risk management, internal controls and assurance activities considering both opportunities and threats, throughout the organisation

The Directors will take appropriate steps to identify risks and undertake a mitigation strategy to manage these risks following Second Admission. A review of these risks will be carried out at least on an annual basis, the results of which will be included in the Enlarged Group's annual report and accounts going forward.

The Board has overall responsibility for the determination of the Enlarged Group's risk management objective and policies which will be overseen by the Audit Committee.

Principle 6: Establish and maintain the Board as a well-functioning, balanced team led by the Chair

On Admission, the Board will comprise three Executive Directors, and two independent Non-Executive Directors. The Directors' biographies are set out in paragraph 10 above. The Board considers that it combines a blend of sector and market expertise, with an effective executive management team and appropriate oversight by the Non-Executive Directors who are both independent.

The Enlarged Group is satisfied that the current Board is sufficiently resourced to effectively discharge its governance obligations on behalf of all its Shareholders and other stakeholders.

The Enlarged Group notes that, as Chair, Bob Holt has an executive role. The Enlarged Group believes that there are exceptional and well-justified circumstances for this. The Board believes that Bob Holt provides a wealth of knowledge and an excellent track record within the energy services sector and will be instrumental in helping to achieve the Enlarged Group's stated strategy. Utilising his array of knowledge and contacts in the industry, Bob Holt will help seek acquisitions as well as maintaining day-to-day contact with the other Executive Directors.

The QCA Code recommends that the Board should comprise a balance of executive and non-executive directors, with at least two non-executive directors being independent. The QCA Code suggests that independence is a board judgement, but where there are grounds to question the independence of a director, through length of service or otherwise, this must be explained. Neither of the Non-Executive Directors is or has been an employee of

the Enlarged Group, has a significant business relationship with the Enlarged Group, or is a significant shareholder in the Enlarged Group.

Linda Main is the Senior Independent Director. The Company believes that Linda Main is very well suited to the role and this to be a very appropriate appointment given her background as a former member of the UK board of KPMG LLP where she chaired the Risk Committee and sat on the Audit Committee, a former member of the AIM Advisory Group and a current member of the board of the QCA having, earlier in her career, sat on a number of the QCA's technical committees.

As recommended by the QCA Code guidance, the Non-Executive Directors will not participate in the Enlarged Group's performance-related remuneration schemes.

Principle 7: Maintain governance structures and processes that are fit for purpose and support good decision-making by the board

The Board will meet regularly, and processes are in place to ensure that each Director is, at all times, provided with such information as is necessary to enable each Director to discharge their respective duties. The Board is also supported by the Audit Committee and the Remuneration Committee. Given the current size of the Enlarged Group, the Board does not consider there is a need for a separate nominations committee. This will be reviewed regularly and will be implemented when the Board considers there to be adequate need for one. The Board will have the responsibility for reviewing the structure, size and composition of the Board, give consideration to succession planning and review the leadership needs of the organisation until it is deemed appropriate to implement a nominations committee.

The Board will receive a detailed monthly Board report, together with any other material necessary for the Board to hold fully informed discussions to discharge its duties, including the review of the Enlarged Group's strategy to ensure this aligns with creating shareholder value. It is the Board's responsibility to formulate, review and approve the Enlarged Group's strategy, budgets, major operating expenditure and capital expenditure, major contracts, acquisitions and disposals.

The Board has established two committees; Audit, and Remuneration, the terms of which are available for download from the Company's website at www.earnzplc.com.

Principle 8: Evaluate board performance based on clear and relevant objectives, seeking continuous improvement

The Directors will consider the effectiveness of the Board, Audit Committee, Remuneration Committee and the individual performance of each Director. The outcomes of performance will be described in the Company's annual report and accounts.

The Board considers that the corporate governance policies it has currently in place for Board performance reviews is commensurate with the Company's size and development stage.

Principle 9: Establish a remuneration policy which is supportive of long-term value creation and the company's purpose, strategy and culture

The Enlarged Group believes that its remuneration structure for executives and senior managers is appropriate for a company of its size and current development stage. The remuneration package for the Executive Directors is comprised only of basic remuneration and a discretionary bonus.

The Enlarged Group encourages employees' interests to be aligned with all Shareholders via its Share Option Schemes.

Principle 10: Communicate how the Company is governed and is performing by maintaining a dialogue with Shareholders and other key stakeholders

Responses to the principles of the QCA Code and the information that will be contained in the Enlarged Group's annual report and accounts and on its website provide details to all stakeholders on how the Enlarged Group will be governed. The Board is of the view that the Company's annual report and accounts as well as its half year

report are key communication channels through which progress in meeting the Enlarged Group's objectives and updating its strategic targets can be given to Shareholders following Admission.

Additionally, the Board will use the AGMs as a mechanism to engage directly with Shareholders, to give information and receive feedback about the Enlarged Group and its progress.

The Audit Committee

The Audit Committee will have the primary responsibility of monitoring the quality of internal controls to ensure that the financial performance of the Enlarged Group is properly measured and reported on. It will receive and review reports from the Enlarged Group's external auditors relating to the interim and annual accounts and the accounting and internal control systems in use within the Enlarged Group. The Audit Committee will meet not less than three times in each financial year and will have unrestricted access to the Enlarged Group's external auditors. The terms of reference of the Audit Committee require that the members of the Audit Committee shall comprise only the independent Non-Executive Directors and one member, preferably the chair of the Audit Committee, shall have recent and relevant financial experience with competence in accounting and auditing.

The Audit Committee will comprise Linda Main (Chair), who has recent and relevant financial experience, and Sandra Skeete.

The Remuneration Committee

The Remuneration Committee will review the performance of the Executive Directors and make recommendations to the Board on matters relating to their remuneration and terms of service. The Remuneration Committee will make recommendations to the Board on proposals for the granting of share options and other equity incentives pursuant to any employee share option scheme or equity incentive plans in operation from time to time.

The members of the Remuneration Committee shall comprise only the independent Non-Executive Directors. The Remuneration Committee will comprise Linda Main (Chair) and Sandra Skeete.The Remuneration Committee aims to meet at least twice a year and otherwise as required.

The Board is responsible for setting the vision and strategy for the Enlarged Group to deliver value to its Shareholders by effectively putting in place its business model. The Board members are collectively responsible for defining corporate governance arrangements to achieve this purpose, under clear leadership from the Chair.

13. **Environmental, social and governance (ESG)**

The Enlarged Group understands that its impact reaches beyond that of its core business and into the environment and society in which it operates. With integrity at the heart of its corporate social goals, the Enlarged Group's aim is to make a lasting positive contribution to all of its stakeholders.

In view of the limited number of stakeholders, the Company has not adopted a specific policy on corporate social responsibility or ESG matters. However, it does seek to protect the interests of stakeholders in the Enlarged Group through its policies, combined with ethical and transparent business operations.

Environment

EARNZ is sensitive to the environment in which it operates. Previously, the Group established well defined operating guidelines with some of the manufacturing partners where it sought their compliance with ISO14001 (a recognised international standard for Environmental Management Systems) when relevant, to ensure certain environmental standards are complied with. Going forward, the Enlarged Group will be operating in the energy services sector, and as such will be instrumental in assisting with the delivery of de-carbonisation across the public and private sector.

Human Rights

EARNZ is committed to socially and morally responsible research, development and manufacturing processes for the benefit of all stakeholders. The Enlarged Group's activities are in line with applicable laws on human rights.

Employees

Employees are key to achieving the business objectives of the Enlarged Group. The Board seeks to provide a working environment in which its employees can develop to achieve their full potential and have opportunities for both professional and personal development. The Board aims to invest time and resource to support, engage and motivate our employees to feel valued, to be able to develop rewarding careers and to want to stay with us. The Enlarged Group embraces employee participation in issue raising and resolution through regular meetings with managers and values contributions from all levels regardless of their position in the business.

Shareholders

The Board actively encourages communication and seeks to protect Shareholders' interests at all times. The Enlarged Group will update Shareholders regularly through regulatory news, financial reports and research notes. The Enlarged Group will also engage directly with investors at its AGMs and investor events.

Health and Safety

The Enlarged Group's activities are carried out in accordance with its health and safety policy which adheres to all applicable laws.

14. EIS and VCT Status

The following information is based upon the laws, interpretations and practice currently in force in the UK and may not apply to persons who do not hold Ordinary Shares as investments.

The Company has received independent advice that certain of the Placing Shares should be a qualifying holding for the purposes of the VCT Legislation.

However, prospective investors should note that the Company does not make any representations as to whether any investment in the Company will be one in respect of which tax relief under VCT rules or the EIS rules will be available or that any such tax relief will not subsequently be withdrawn by virtue of the Company's future actions.

The information below is intended only as a general guide to the current tax position under UK taxation law and is not intended to be exhaustive.

EIS

The Company intends to operate so that it qualifies for the taxation advantages offered under EIS. The main advantages are as follows:

- Individuals can claim a tax credit reduction of 30 per cent. of the amount invested in the Company against their UK income tax liability, provided they have a sufficient tax liability to reclaim this amount, thus reducing the effective cost of their investment to 70 pence for each £1 invested. However, there is an EIS subscription limit of £1 million in each tax year, or £2 million in each tax year providing any excess over £1 million is invested into shares in a company which qualifies as a knowledge intensive company, and, to retain the relief, the EIS Placing Shares must be held for at least three years.

- UK investors (individuals or certain trustees) may defer a chargeable gain by investing the amount of the gain in the Company. There is no limit to the level of investment for this purpose and, therefore, to the amount of gain which may be deferred in this way. Note that the deferred gain will come back into charge when the EIS Placing Shares are disposed of or if the Company ceases to qualify as an EIS company within the three-year qualifying period.

- There is no tax on capital gains made upon disposal after the three-year period (the "Qualifying Period") of shares in an EIS qualifying company on which income tax relief has been given and not withdrawn.

- If a loss is made on disposal of the EIS Placing Shares at any time, the amount of the loss (after allowing for any income tax relief retained) can be set off against either the individual's gains for the tax year in which the disposal occurs, or, if not so used, against capital gains of a subsequent tax year, or against the individual's net income of the tax year of the disposal or of the previous tax year.

- Provided a Shareholder has owned EIS Placing Shares for at least two years and certain conditions are met at the time of transfer, up to 100 per cent. inheritance tax business property relief will be available, which reduces the inheritance tax liability on a chargeable event in relation to the EIS Placing Shares to nil.

- The amount of relief an investor may gain from an EIS investment in the Company will depend on the investor's individual tax circumstances.

Qualifying Period

In order to retain the EIS reliefs, an investor must hold their shares for at least three years. A sale or other disposal (other than an inter-spousal gift or a transfer on death) will result in any income tax relief that has been claimed being clawed back by HMRC. Additionally, any capital gains deferred will come back into charge and the capital gains tax exemption will be lost. It is the investor's responsibility to disclose a disposal to HMRC.

An individual can only be eligible for EIS relief on the subscription for shares if all shares held by that investor are shares which have been or will be eligible for EIS relief or the original subscriber shares which the investor has continued to hold.

Additionally, if the Company ceases to meet the EIS qualifying conditions within three years from the date of the share issue, the tax reliefs will be lost. This will be shown as the "Termination Date" on the EIS3 compliance certificate which the Company will issue to investors following formal approval of theshare issue by HMRC.

EIS Status

In order for investors to claim EIS reliefs relating to their shares in the Company, the Company has to meet a number of rules regarding the kind of company it is, the amount of money it can raise, how and when that money must be employed for the purposes of the trade, and the trading activities carried on. The Company must satisfy HMRC that it meets these requirements and is therefore a qualifying company.

Although the Company currently expects to satisfy the relevant conditions for EIS investment, neither the Company nor the Directors give any warranty or undertaking that relief will be available in respect of anyinvestment in the EIS Placing Shares or that the Company will continue to satisfy the conditions for EIS investment.

VCT

The status of the Ordinary Shares as a qualifying holding for VCT purposes will be conditional, *inter alia*, on the Company continuing to satisfy the relevant requirements and on the Ordinary Shares being held as a "qualifying holding" for VCT purposes throughout the period of ownership.

Neither the Company nor the Directors give any warranty, representation or undertaking that any VCT investment in the Company will remain a qualifying holding nor have they obtained any advance assurance from HMRC prior to the date of the Admission Document. The Company cannot guarantee or undertake to conduct its business following Admission, in a way to ensure that the Company will remain a qualifying holding for VCT purposes. VCTs considering making a qualifying VCT investment are recommended to seek their own professional advice in order that they may fully understand how the relief legislation may apply in their individual circumstances.

The status of the VCT Placing Shares as a qualifying holding for VCTs will be conditional, *inter alia*, upon the Company continuing to satisfy the relevant requirements.

Although the Company currently expects to satisfy the relevant conditions for VCT investment, neither the Company nor the Directors give any warranty or undertaking to any Shareholder that an investment in the VCT

Placing Shares by a VCT will be a qualifying holding.

Structure of the EIS and VCT Placing

The EIS Placing Shares and VCT Placing Shares are expected to be issued to the relevant investors at 11.59 p.m. on 27 August 2024 and 7.30 a.m. on 28 August 2024, respectively. It is expected that First Admission will become effective and that dealings in the EIS and VCT Placing Shares will commence on AIM at 8.00 a.m. on 28 August 2024. It is expected that Second Admission will become effective and that dealings in the Non-EIS and VCT Placing Shares will commence on AIM at 8.00 a.m. on 29 August 2024.

As the rules governing EIS and VCT reliefs are complex and interrelated with other legislation, if Shareholders and investors are in any doubt as to their tax position, require more detailed information than the general outline above, or are subject to tax in a jurisdiction other than the United Kingdom, they should consult their professional advisers.

15. **Unaudited interim results for the six months ended 30 June 2024**

Earlier today, the Company announced its unaudited interim results for the six months ended 30 June 2024 which comprises trading for only January and February 2024 prior to the Disposal which completed on 29 February 2024. As set out above, since 1 March 2024, the Company has been an AIM Rule 15 cash shell and therefore has not traded in that period.

16. **Current trading and prospects**

As set out above, since 1 March 2024, the Company has been an AIM Rule 15 cash shell and therefore has not traded in that period.

17. **Share dealing code**

The Company has a share dealing code (the "**Share Dealing Code**") which is compliant with MAR and Rule 21 of the AIM Rules for Companies. The Share Dealing Code applies to the Directors and all applicable employees (as defined in the AIM Rules for Companies) of the Enlarged Group. The Directors consider that the Share Dealing Code is appropriate for a company whose securities are admitted to trading on AIM.

The Enlarged Group will take all reasonable steps to ensure compliance by the Directors and any relevant employees with the terms of this code and the relevant provisions of MAR.

18. **Disclosure Guidance and Transparency Rules**

The provisions of DTR 5 apply to the Company and the Ordinary Shares and shall be effective for so long as the Ordinary Shares are admitted to trading on AIM or any other stock exchange the rules of which would require these DTR provisions to apply. Such provisions bind the Enlarged Group and its members and references to an "issuer" (or similar expression) in such DTR provisions shall be deemed to be references to the Enlarged Group. Accordingly, Shareholders are required to notify the Enlarged Group when they acquire or dispose of a major proportion of their voting rights of the Enlarged Group (either as Shareholder or through their direct or indirect holding or certain financial instruments, or a combination of such holdings) equal to or in excess of three per cent. of the voting rights of such share capital (and every one per cent. thereafter).

19. **Lock-in arrangements**

Pursuant to the terms of the Lock-In Agreements, each of the Executive Directors and the Sellers have undertaken to Shore Capital, Zeus and the Company that they will not, except in certain specified circumstances, sell, transfer, grant any option over or otherwise dispose of the legal, beneficial or any other interest in any Ordinary Shares ("**Interest**") held by the Executive Directors or the Sellers at the date of Second Admission (or rights arising from

any such shares or other securities or attached to any such shares) (together the "**Restricted Shares**") prior to the first anniversary of Second Admission (the "**Lock-in Period**").

In order to maintain an orderly market in the Ordinary Shares, each of the Executive Directors, and the Sellers have also undertaken to Shore Capital, Zeus and the Company that they will only, for a period of one year following the expiry of the Lock-in Period, dispose of any Interest in the Restricted Shares through SCS or Zeus (on the basis of orderly market principles), provided that SCS or Zeus remain the Company's broker at such time.

Similar lock-in and orderly market restrictions apply to any Additional Consideration Shares with effect from their respective dates of admission to trading on AIM.

20. **Share Option Schemes**

The Directors recognise the role of its staff in contributing to the overall success of the Group and the importance of the Group's ability to incentivise and motivate its employees. Therefore, the Directors believe that employees should be given the opportunity to participate and take a financial interest in the success of the Company. The Board has adopted the long term incentive plan, details of which will be set outin the Admission Document and, subject to Second Admission, has granted a nil-cost awards under it to the Executive Directors of up to five per cent. of the issued share capital of the Company as at the relevant vesting date, as set out in the Admission Document. Following Second Admission, the Board intends to implement a number of other share option schemes as are more particularly set out in the Admission Document.

21. **Related party transactions**

As Bob Holt is a shareholder in C&D, as well as a Director of the Company, the proposed acquisition of C&D (including the Bob Holt Loan Conversion) is deemed to be a related party transaction pursuant to AIM Rule 13. The Independent Directors (being Linda Main and Sandra Skeete) consider, having consulted with the Company's nominated adviser, Shore Capital and Corporate, that the terms of the acquisition of C&D (including the Bob Holt Loan Conversion) are fair and reasonable insofar as the Shareholders are concerned.

22. **The City Code**

The City Code applies to the Company.

Under Rule 9 of the City Code, if an acquisition of interests in shares were to cause the acquirer and/or persons acting in concert with it to be interested in shares carrying, in aggregate, 30 per cent. or more of the voting rights in the Company, the acquirer and/or (depending on the circumstances) persons acting in concert with it would be required (except with the consent of the Panel) to make a cash offer for all of the equity share capital of the Company not already owned by the acquirer and persons acting in concert with it at a price not less than the highest price paid for an interest in a share by the acquirer or persons acting in concert with it during the previous 12 months. A similar obligation to make such a mandatory cash offer would also arise on the acquisition of interests in shares by a person who, alone or together with persons acting in concert with that person, is interested in shares carrying at least 30 per cent. of the voting rights in the Company but does not hold more than 50 per cent. of such voting rights, if the effect of such acquisition were to increase the percentage of shares carrying voting rights in which the acquirer and the persons acting in concert with it are interested.

The City Code defines persons "acting in concert" as comprising persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control of a company or to frustrate the successful outcome of an offer for a company. "Control" means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights of a company, irrespective of whether such interest or interests give de facto control. A person and each of its affiliated persons will be deemed to be acting in concert with each other.

23. **Concert Parties**

The Company and the Panel have agreed that those persons set out below should be regarded as acting in concert for the purposes of the City Code:

- the Existing Bob Holt Concert Party comprising:
    a. the Bob Holt Concert Party: Bob Holt, Elizabeth Lake, John Charlton, Ian Currie, James Holt, Rachael Burnett, Robert Holt and William Holt; and
    b. the C&D Concert Party: Bob Holt, Zac Cosgrove and Luke Drew.
- the SWHS Concert Party: Andrew Custer

Bob Holt is a common member of the Bob Holt Concert Party and the C&D Concert Party and together they are known as the Existing Bob Holt Concert Party. Separately, the SWHS Concert Party, which comprises only Andrew Custer, is regarded as acting in concert for the purposes of the City Code, but is not acting in concert with the Existing Bob Holt Concert Party.

For so long as the respective aggregate interests of the Existing Bob Holt Concert Party and separately the SWHS Concert Party in the Ordinary Shares remains below 30 per cent., each of them will generally be able to increase its holding of Ordinary Shares without incurring any obligation on any member of the Existing Bob Holt Concert Party or the SWHS Concert Party under Rule 9 to make a general offer to Shareholders, and Shareholders will not benefit from any specific minority shareholder protection other than to the extent prescribed under the relevant law.

However, should the Existing Bob Holt Concert Party or the SWHS Concert Party or any individual member of the Existing Bob Holt Concert Party or the SWHS Concert Party: (i) acquire any interest in Ordinary Shares such that they become interested in 30 per cent. or more of the voting rights of the Company; or (ii) where such individual member is already interested in 30 per cent. or more of the voting rights of the Company but does not hold Ordinary Shares carrying more than 50 per cent. of the voting rights of the Company acquire any further interest in Ordinary Shares, the Panel may, subject to note 4 of Rule 9, regard this as giving rise to an obligation upon that member of the Existing Bob Holt Concert Party or the SWHS Concert Party to make an offer for the entire issued share capital of the Company at a price no less than the highest price paid by the individual member of the Existing Bob Holt Concert Party or the SWHS Concert Party or any other member of the Existing Bob Holt Concert Party or the SWHS Concert Party in the previous 12 months**.**

Investors should be aware that, under the City Code, if a person (or group of persons acting in concert) holds interests in shares carrying more than 50 per cent. of the Company's voting rights, that person (or any person(s) acting in concert with him) will normally be entitled to increase their holding or voting rights without incurring any further obligations under Rule 9 to make a mandatory offer, although individual members of theExisting Bob Holt Concert Party or the SWHS Concert Party will not be able to increase their percentage shareholding through or between a relevant Rule 9 threshold without Panel consent.

24. **Waiver of Rule 9**

The Company has applied to the Panel for a waiver of Rule 9 in order to permit the allotment of the Initial Consideration Shares, the Additional Consideration Shares, the Bob Holt Loan Conversion Shares and the Placing Shares and the exercise of the LTIP awards referred to in paragraph 20 of this Announcement without triggering an obligation on the part of the Existing Bob Holt Concert Party to make a general offer to Shareholders. The Panel has agreed, subject to Independent Shareholders' approval on a poll, to waive the requirement for the Existing Bob Holt Concert Party to make a general offer to all Shareholders where such an obligation would arise as a result of the allotment of the Initial Consideration Shares, the Additional Consideration Shares, the Bob Holt Loan Conversion Shares and the Placing Shares to the Existing Bob Holt Concert Party and the exercise of the LTIP awards referred to in paragraph 20 of this Announcement. A Rule 9 Waiver has been granted by the Panel and in the event that the Existing Bob Holt Concert Party is allotted all the Additional Consideration Shares and

the maximum LTIP awards vest under the terms of the LTIP, the Existing Bob Holt Concert Party may hold in excess of 30 per cent. but not more than 50 per cent. of the so enlarged ordinary share capital. As such, the Existing Bob Holt Concert Party would not be entitled to further increase its holding or voting rights without incurring a further obligation under Rule 9 to make a mandatory offer. Further, individual members of the Existing Bob Holt Concert Party will not be able to increase their percentage shareholding through or between a Rule 9 threshold without Panel consent.

In the event that the Proposals are approved at the General Meeting, the Existing Bob Holt Concert Party will not be restricted from making an offer for the Company unless they have made a statement that they will not, or have entered into an agreement with the Company not to, make an offer. No such statement has been made or agreement entered into.

25. **Intentions of the Concert Parties**

Following Admission, the Enlarged Group's business will solely comprise the businesses of C&D and SWHS, which will be continued in the same manner as they are at present. With this in mind, the Existing Bob Holt Concert Party has confirmed that it intends to follow the strategic plans for the Company set out in paragraph 3 of this Announcement. The Company currently has two employees (other than the Executive Directors), and on Completion, the Targets' employees will become employees of the Enlarged Group. The Existing Bob Holt Concert Party has confirmed that it has no plans to: (i) make any changes to the continued employment of the employees and management of the Company or the Targets, including any material change in the conditions of employment or in the balance of skills and functions of the employees and management; (ii) make any changes to employer contributions into any pension scheme(s), the accrual of benefits for existing members, or the admission of new members; or (iii) redeploy the fixed assets of the Company. The Existing Bob Holt Concert Party intends to maintain the admission of the Ordinary Shares to trading on AIM.

26. **Admission, settlement and CREST**

Applications will be made for the New Ordinary Shares to be admitted to trading on AIM and for the Re-Admission of the Existing Ordinary Shares. It is expected that First Admission will occur and that dealings will commence in the EIS and VCT Placing Shares at 8.00 a.m. on 28 August 2024 and that Re-Admission of the Existing Ordinary Shares and Second Admission will occur and that dealings will commence in the Non-EIS and VCT Placing Shares, the Initial Consideration Shares, the Bob Holt Loan Conversion Shares and the Existing Ordinary Shares at 8.00 a.m. on 29 August 2024.

No temporary documents of title will be issued. All documents sent by or to a placee, or at his direction, will be sent through the post at the placees risk. Pending the despatch of definitive share certificates, instruments of transfer will be certified against the register of members of the Company.

The Ordinary Shares are enabled in CREST and settlement in CREST will occur on the date of the relevant Admission. Accordingly, settlement of transactions in Ordinary Shares following the relevant Admission may take place within the CREST system if any individual Shareholder so wishes provided such person is a "system member" (as defined in the CREST Regulations) in relation to CREST. Dealings in advance of the crediting of the relevant CREST account(s) shall be at the sole risk of the persons concerned.

CREST is a paperless settlement system enabling securities to be evidenced otherwise than by certificate and transferred otherwise than by written instrument in accordance with the CREST Regulations. The Articles permit the holding of Ordinary Shares in uncertificated form in accordance with the CREST Regulations. CREST is a voluntary system and holders of Ordinary Shares who wish to receive and retain share certificates will be able to do so.

27. **Dividend policy**

Following Re-Admission, the Enlarged Group intends to retain any earnings to expand the growth and development of its business and, therefore, does not anticipate paying dividends in the near term. The Board will review the Enlarged Group's capital allocation policy on an ongoing basis and given the cash generative nature of the Enlarged Group's activities would, subject to the availability of sufficient resources and distributable reserves, and, if commercially prudent to do so, consider commencing thepayment of dividends in the medium term.

APPENDIX II

RISK FACTORS

The following has been extracted from Part III of the Admission Document which is expected to be published and despatched to Shareholders later today and will be available on EARNZ's website at www.earnzplc.com.

An investment in the Company involves significant risks and is only suitable for investors who are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses (which may be equal to the whole amount invested) which may result from such an investment. Prospective investors should carefully review and evaluate the risks and the other information contained in this Announcement before making a decision to invest in the Company. If in any doubt prospective investors should immediately seek their own personal financial advice from their independent professional adviser authorised under FSMA who specialises in advising on the acquisition of shares and other securities or other advisers such as legal advisers and accountants.

If any of the following risks actually occur, the Enlarged Group's business, financial condition, capital resources, results and/or the future operations of the Enlarged Group could be materially and adversely affected. In such circumstances, the price of the Ordinary Shares could decline and investors may lose all or part of their investment. Additional risks and uncertainties not currently known to the Board may also have an adverse effect on the Enlarged Group's business and the information set out below does not purport to be an exhaustive summary of the risks affecting the Enlarged Group.

Prospective investors should be aware that the value of the Ordinary Shares and the income from them may go down as well as up and that they may not be able to realise their initial investment. In addition, it is possible that the market price of Ordinary Shares may be less than the underlying net asset value per Ordinary Share.

There can be no guarantee that the Company's investment objectives will be achieved.

References below to the Company are also deemed to include, where appropriate, each member of the Enlarged Group.

RISKS RELATING TO THE ENLARGED GROUP'S BUSINESS

Failure to complete the Acquisitions

The Acquisitions are conditional,*inter alia*, upon:

(i) the approval of the requisite number of Shareholders, which is to be sought at the General Meeting;

(ii) the Placing Agreement becoming unconditional in all respects, save for any condition relating to completion of the Acquisitions and Second Admission**;** and

(iii) the Initial Consideration Shares being admitted to trading on AIM.

There can be no guarantee that all of these conditions will be satisfied and there is therefore no guarantee that the Acquisitions will complete.The Company will have expended significant funds in pursuing the Acquisitions and would therefore incur significant abort costs and there can be no guarantee that a suitable alternative transaction and/or funding on similar commercial terms to the Placing can be obtained on a timely basis or at all. Trading on AIM in the Ordinary Shares will be suspended if Completion does not occur by 31 August 2024. Furthermore, if a reverse takeover is not completed by 28 February 2025, admission to trading on AIM of the Ordinary Shares will

be cancelled. In that event, the Directors would have to consider the options for the Company and it might be that the Company pursues a members' voluntary liquidation and returns any funds then in the Company to Shareholders.

TheEnlarged Groupmay fail to integrate the Targets successfully, to realise the envisaged benefits of the Acquisitions or identify future acquisitions

An important part of the Enlarged Group's longer-term business strategy involves expansion through the acquisition of further businesses. There is a risk related to the Enlarged Group's ability to accurately identify suitable targets and successfully execute transactions for such a strategy.

Any future material acquisitions may significantly affect the Enlarged Group's operational results. Furthermore, any new acquisitions may divert resources, including the attention of the Board, both during the acquisition process and as a result of post-acquisition integration. No assurance can be given that the Enlarged Group will be able to manage future acquisitions profitably or integrate such acquisitions successfully without substantial costs, delays or other problems being incurred or experienced. In addition, no assurance can be given that any companies or businesses acquired will achieve levels of profitability that will justify the investment the Enlarged Group makes in them.

The Enlarged Group will be exposed to a variety of risks in relation to contract pricing and estimating, cost inflation and overruns and disputes

The nature of the Enlarged Group's business is that some of its services are procured through contracts where services may be required to be delivered over an extended period of time. For example, within C&D's Facilities Management and small works division ("**FM")**, contracts are held directly with the customer and an overarching contract typically spans 3 to 10 years. Each FM overarching contract defines the terms and conditions including the fixed charges, for Proactive Planned Maintenance (**"PPM"**) and small works, and hourly charge-out rates, and a markup for any material required for reactive work. Within Major Projects, contracts are typically 12 to 36 months in length and held with the relevant third-party contractor. An independent expert is used to estimate costs for each Major Project to assist with provision of a quote.

Historically C&D has incurred losses on several contracts within its Major Projects division and these are treated as onerous contracts within the historical financial information of C&D as set out in Section B of Part IV of the Admission Document. Whilst the Directors have set out processes for monitoring project cost controls and identification of onerous contracts within the Board Memorandum on Financial Position and Prospects Procedures, if the Enlarged Group is unable to assess or estimate accurately the overall risks, revenues or costs on a particular contract, then a lower than anticipated profit may be achieved or a loss incurred on such contract. The Enlarged Group is susceptible to the pressures of cost inflation and within C&D, delays in projects, particularly within the Major Projects division, which can result in additional costs being incurred by C&D. If increases in costs are not met through corresponding increases in revenues from the Enlarged Group's contracts or predicted cost inflation is not accurately estimated or any negotiations on cost overruns result in additional costs incurred not being recovered, then the Enlarged Group may suffer losses in relation to such contracts which may have a material adverse impact on the Enlarged Group's cash flows and its business, financial condition and results of operations.

If there has been an error made in the pricing structure and cost estimates built into an agreement (for example, cost inflation occurs at a rate which exceeds the cost built into the contract pricing structure or additional costs are incurred on a contract which are not able subsequently to be recovered), the Enlarged Group might potentially find itself locked into a long-term contract with an uneconomic pricing structure whilst also having to absorb additional wage, supply chain and materials costs.

As the businesses that the Enlarged Group carries on increasingly comprise larger-scale and, in some cases, more complex contracts, as well as a significant number of medium- to long-term contracts, the potential impact of these risks may also increase. For example, within C&D, the risk of significant claims arising between C&D and its customers and/or C&D and its suppliers is likely to be greater in the context of higher-value, longer-term building

and/or regeneration and maintenance contracts within its Major Projects division than lower-value, shorter-term ones. There can be no assurance given as to the value of any such claims and no guarantee that customers will settle or pay amounts to the Enlarged Group in respect of any such claims in a timely manner or at all. Similarly, there can be no assurance as to the number or quantum of any such claims that the Enlarged Group may face in the future. Large-value claims, whether brought by or against the Enlarged Group, may have a material adverse impact on the Group's cash flows and its business, financial condition and results of operations.

In addition, failure to follow best practice guidelines could mean that projects are not delivered to time, cost, quality or appropriate health and safety and/or environmental standards and, therefore, do not meet customer expectations or the expectations of a relevant third party. Failure to follow the Enlarged Group's standards, procedures and guidelines could adversely affect the Enlarged Group's reputation and/or expose the Enlarged Group to financial liabilities and adversely affect its operational, financial and share price performance.

Dependence on key personnel and employees

The continued success of the Enlarged Group depends partly upon the performance and expertise of its current and future key executives and personnel. There is no guarantee that any of the Directors or directors of the Targets (the "**Senior Management Team**") will remain employed by the Enlarged Group. However, the Enlarged Group provides various incentives for the Directors and Senior Management Team in order to ensure these employees are retained and rewarded. The Directors and Senior Management Team's skills, knowledge, experience and performance are important to the Enlarged Group's ongoing success.Whilst the Enlarged Group has entered into service agreements with each of the Directors and the Senior Management Team, the retention of their services cannot be guaranteed. The loss of such individuals, or the failure to train and attract other high calibre individuals, may impact on the Enlarged Group's business and the Enlarged Group's ability to achieve its growth targets.

TheEnlargedGroup may fail to maintain and develop existing key customer relationships with dependence on certain customers

A key element of the Enlarged Group's strategy is to develop long-term relationships with key customers in order to win repeat business from those customers and to cross-sell the Enlarged Group's other products and services to them. Whilst the Enlarged Group will attempt to increase customer spend as a relationship matures by identifying additional services that may be needed, for example, cross-selling the services provided by the Enlarged Group into existing contractual relationships, there can be no guarantee that existing customer relationships will continue to grow or that key customers will not scale back their use of the Enlarged Group or cease to contract with the Enlarged Group altogether.

The Enlarged Group has significant contracts and long-term relationships with a number of key customers with dependence on certain customers, some of which may be terminated without cause or on written notice during or at expiry of their term. In addition, many of the contracts to which the Targets are party contain change of control provisions that allow the other contracting party to terminate the contract if the relevant Target suffers a change of control. The Acquisitions will constitute changes of control and it may be the case that some or all of such contracts are terminated. Although the Enlarged Group knows of no reason why such contracts should be terminated or will not be renewed on the same or more favourable terms, the Directors cannot guarantee that the relevant parties' commercial position or market conditions will not alter their position. Should any of these contracts be terminated or not be renewed, it could have a material adverse effect on the financial position and prospects of the Enlarged Group.

The regulatory environment in which the Enlarged Group operates may change

The Enlarged Group is required to comply with a significant number of laws, regulations and administrative requirements and policies in its operations which relate to, among other matters, national, local and other laws, planning, developments, building, land use, health and safety, environment, employment, anti-bribery and corruption and tax (including VAT). No assurance can be given that the Enlarged Group will be successful in complying with all such laws, regulations and administrative requirements and policies or maintaining any or all of

the various approvals, licences and permits which may be required to be maintained by any member of the Enlarged Group. To the extent any approvals, licences or permits are required and not obtained, the Enlarged Group may be curtailed or prohibited from continuing or proceeding with certain business lines. These regulations, requirements and policies often provide broad discretion to the administering authorities and failing to comply, may result in civil or criminal fines or penalties being imposed on any member of the Enlarged Group. Changes in relevant law, regulations or policies, or the interpretation thereof, or delays in such interpretations being delivered, may delay or increase the cost of projects and the Enlarged Group's business generally. It is expected that increasingly stringent regulatory requirements will be imposed in the future. Although the effect of these requirements cannot be predicted, compliance with them could cause delays and increase the Enlarged Group's costs. This could have a material adverse effect on the financial condition and operating results of the Enlarged Group.

The markets in which the Enlarged Group operates are the subject of significant competition

Reputation, prior experience and quality of service, pricing and, if applicable, existing relationship with a client will all have a bearing on the Enlarged Group gaining new work. The failure by the Enlarged Group to compete effectively on these criteria could reduce its revenue, profitability or cash flow. The competitive market of each of the Targets is summarised within Part III of the Admission Document. The sectors in which the Enlarged Group operates are competitive on the basis of both price and service and some of these competitors may have greater financial, technical and operating resources or capabilities than the Enlarged Group. There can be no assurances as to the future competitiveness of the Enlarged Group or that the Enlarged Group will win any additional market share from any of its competitors or maintain the current aggregate market share of the Enlarged Group. As a result of this competition, the Enlarged Group may fail to win new contracts in its chosen growth markets, may be unable to renew current contracts or may fail to win contracts which are sufficiently profitable to maintain or improve the financial condition of the Enlarged Group

The Enlarged Group is required to comply with stringent health and safety and environmental laws

The Enlarged Group is subject to numerous laws, regulations and policies concerning the protection of health, safety and the environment. The impact of such laws, regulations and policies can vary greatly depending on the nature of the activity and the site where it is being undertaken. Environmental laws, regulations and policies may result in delays, may give rise to substantial compliance, remediation and/or other costs and can prohibit or severely restrict construction and/or development in certain locations. The consequences of breach of environmental law and regulation can be severe. The Enlarged Group may be liable for losses associated with environmental hazards, may have its licences and permits withdrawn or suspended or may be forced to undertake extensive remedial clean-up action or to pay for UK Government-ordered remedial clean-up actions, even in cases where such hazards have been caused by any previous or subsequent owners or operators of the property, by any past or present owners of adjacent properties or by acts of vandalism by trespassers. Any such losses, withdrawals, suspensions, actions or payments may have a material adverse effect on the reputation, business, results of operations and financial condition of the Enlarged Group.

A significant incident negatively impacting the Enlarged Group's reputation and/or exposing inadequate health and safety regimes could have a material adverse effect on the Enlarged Group's business and reputation

Part of the Enlarged Group's activities involve it providing regeneration, repair and maintenance and facilities management services to businesses and to certain housing associations and local authorities. Any significant service failure, whether a one-off incident or recurring practice, could negatively impact the reputation of the Enlarged Group and its operations and financial performance. This negative impact could be exacerbated or increased by the nature of the Enlarged Group's activities and the profile of its direct or indirect customers, specifically publicly-funded bodies.

The nature of the business being conducted by the Enlarged Group involves exposure to health and safety risks for both the Enlarged Group's employees and contractors as well as third parties. Part of the Enlarged Group's

business involves its operatives working in people's homes and repairing and maintaining potentially dangerous equipment, such as gas central heating boilers. This requires the Enlarged Group to maintain a rigorous operational and occupational health and safety programme and to ensure that its employees and contractors comply with when carrying out their work. This is critical to the success of all areas of the Enlarged Group's business.

The Enlarged Group takes the management of both operational and occupational health and safety seriously. Any failure in health and safety performance which results in a major or significant health and safety incident is likely to be costly for the relevant business in terms of potential liabilities incurred as a result. Furthermore, such a failure could generate significant adverse publicity and have a negative impact on the Enlarged Group's reputation and its ability to win new business, which, in turn, could adversely affect its operating, financial and share price performance.

Failure to meet quality thresholds and/or failure to complete or loss of major contracts could have a material adverse effect on the Enlarged Group's business and financial performance

The work undertaken, and services provided, by the Enlarged Group or on its behalf by sub-contractors could be subject to quality measures and satisfaction of KPIs imposed by customers. In the event that the Enlarged Group fails to achieve the quality measures and/or KPIs imposed upon it or is otherwise found to be in breach of contract for any reason, it is subject to the risk that payments due under contracts for work undertaken may not be recovered in full or will not be recovered at all or that contracts could potentially be terminated or not renewed. In turn, this could have an adverse impact on the future profitability of the Enlarged Group and could damage its reputation, thereby adversely affecting its ability to secure future business or on terms acceptable to it. Even if amounts disputed under a contract are recovered, in whole or in part, it remains a risk that the time to recover such amounts will be longer than anticipated and, where payments are delayed, cash flow may be adversely affected, which, in turn, may adversely affect the financial condition and prospects of the Enlarged Group.

Provision of construction and support services is a complex activity which can involve disputes with third parties and there is no guarantee that a substantial third party claim will be covered by insurance

The Enlarged Group may be exposed to disputes and potentially significant litigation, including, but not limited to, breach of contract and contractual disputes arising from the work it completes or has undertaken for its customers or with its supply chain. Insurance, if any, may be insufficient to cover the particular claim or loss arising from such disputes and any significant litigation may adversely affect the Enlarged Group's business, financial condition and results of operations or cause the Enlarged Group significant reputational harm. The Enlarged Group maintains commercial insurances in an amount the Directors believe is appropriate against risks commonly insured against by persons carrying on similar businesses, but there can be no guarantee that it will be able to obtain similar levels of cover on acceptable terms in the future. In addition, even with such insurance in place, the risk remains that the Enlarged Group may incur liabilities to customers and other third parties which exceed the limits of such insurance cover or are not covered by it. Should such a situation arise, it may have a material adverse impact on the business, results of operations, financial condition or prospects of the Enlarged Group.

The Enlarged Group is exposed to risks arising from its dependence on contractors, sub-contractors and other service providers

Whilst certain of its services are provided on the basis of a direct delivery model, the Enlarged Group, and C&D, in particular, is, and will continue to be, reliant on its supply chain as it is required, to a significant extent, to use third party contractors to provide certain services.

The Enlarged Group seeks to build long-term relationships with its sub-contractors and providers of sub-contractors, in the same way that it does with its customers, but this is dependent on it being able to provide them with sufficient work to keep them engaged at attractive rates. To the extent that the Enlarged Group is unable to achieve this for any reason, then it could lose reliable sub-contractors to its competitors who they may

consider are better able to provide them with the pipeline of work that they require which could affect the ability of the Enlarged Group to service its existing contracts and to secure new ones. This, in turn, could have a material adverse impact on the Enlarged Group's businesses, results of operations, financial condition and prospects.

If a sub-contractor or supplier of goods or services fails financially or is responsible for late or inadequate delivery or poor quality of work on a project, then it could damage the Enlarged Group's reputation and/or cause it to suffer financial losses on a particular contract. Any sub-contractor employed by the Enlarged Group is likely to be subject to the same competitive and challenging market conditions as the Enlarged Group, potentially increasing the risk of financial failure compared with the risk during more favourable conditions.

The Enlarged Group may hire a contractor that subsequently becomes insolvent, causing cost overruns, programme delays and increasing the risk that the Enlarged Group will be unable to recover costs in relation to any defective work performed by such contractor, to the extent that such costs are not covered by insurance. The insolvency or other financial distress of one or more sub-contractors could have a material adverse impact on the Group's business, financial condition and operating results. The Enlarged Group assesses the financial strength of its sub-contractors on an ongoing basis. The directors of C&D do not consider there to be any over reliance on any one subcontractor or provider of sub-contractors.

Loss of, or failure to obtain, a key accreditation and/or certification could lead to withdrawal of work, contract loss or a failure to win new business

The Enlarged Group seeks to obtain and maintain a number of regulatory-driven accreditations and/or certifications in connection with the delivery of its services as these may either be required in order to secure certain types of work or, more frequently, assist with the securing of new contracts. For example, C&D and SWHS are Gas Safe-registered businesses. If these accreditations are detrimentally affected in any way, or withdrawn in their entirety by the bodies which issued them, this could have a material adverse effect on the Enlarged Group's financial condition and prospects as, unless those accreditations are restored, the Enlarged Group could potentially be excluded from opportunities to tender for future work or, in some cases, from being able to continue to perform its existing contracts. The possession of an accreditation or certification from a specific industry or assessment body may, in many cases, be required in order for the Enlarged Group to qualify to tender for, and/or to secure, new contracts from customers in sectors or markets in which the Enlarged Group does not currently operate, but into which it is seeking to expand. The process of obtaining a specific accreditation or certification can, in some cases, be costly and time-consuming, which could mean that the Enlarged Group is unable to bid for, or to secure, work whilst its application for accreditation or certification is in progress or being adjudicated. Any significant delay in obtaining, or failure to obtain at all, a particular accreditation or certification required could, therefore, inhibit the Enlarged Group's ability to grow its customer base and/or to expand into new markets, which could, in turn, have a material adverse impact on the Enlarged Group's business, financial condition, results of operations and prospects.

Failure to attract, develop and retain appropriately skilled management or other personnel could adversely impact the Enlarged Group's business, strategy and growth potential

The success of the Enlarged Group is dependent on recruiting, retaining, motivating and developing sufficient appropriately skilled and competent people at all levels of the organisation. The Enlarged Group faces strong competition for personnel from other companies and organisations. There may at any time be shortages in the availability of appropriately skilled people at all levels within the Enlarged Group. Such shortages, especially engineers, if they continue for a prolonged period, may affect the Enlarged Group's ability totender for, or complete, work and therefore, have a negative effect on the Enlarged Group's businesses, financial performance and prospects.

In addition, the Enlarged Group's success depends, to a significant extent, on the continued services of its Senior Management Team, which has substantial knowledge of, and experience and expertise in, the industries in which the Enlarged Group operates. The members of the Senior Management Team contribute to the Enlarged Group's ability to obtain, generate, manage and develop opportunities. If the Enlarged Group is unable successfully to

attract and retain such personnel, it may not be able to maintain standards of service or continue to grow its businesses as anticipated. The loss of such personnel, or the inability to attract and retain additional appropriately skilled employees required for their activities, could have a material adverse effect on the Enlarged Group's business and prospects. There is no guarantee that any of the Senior Management Team will remain employed by the Enlarged Group beyond those subject to lock in agreements as outlined in paragraphs 12.1.10, 12.1.12 and 12.1.14 of Part IX of the Admission Document. Succession planning is key at all levels of the Enlarged Group. The loss of the services of key members of the Senior Management Team and the failure to maintain a robust management reporting process may lead to a lack of, or inadequate, information being provided to decision-makers in the Enlarged Group which could have an adverse effect on the Enlarged Group's future prospects, financial condition or results of operations.

Additional capital requirements

The Enlarged Group's capital requirements depend on numerous factors, including its ability to maintain and expand its customer base, monitoring of working capital, including payment terms with suppliers and customers, seasonality of revenue, adequate project cost control activities as well as potential acquisitions. If the plans or assumptions set out in the Enlarged Group's business plan change or prove to be inaccurate, or if the Company makes any material acquisitions, this may necessitate further financing. Any additional equity financing may be dilutive to Shareholders, and debt financing, if available, may involve restrictions on financing and operating activities. If the Enlarged Group is unable to obtain additional financing as needed, it may be required to reduce the scope of its strategic plans. The Directors are of the opinion, having made due and careful enquiry, that the Enlarged Group will have sufficient working capital available to it for its present requirements, that is for at least twelve months from Admission.

Of the Enlarged Group, certain self-employed sub-contractors could be deemed to be employees for tax and employment law purposes

The Enlarged Group engages with self-employed sub-contractors through third party contractor agencies, but also directly with*bona fide*contractors and self-employed contractors. Whilst the Enlarged Group conducts an onboarding process to ensure that it remains compliant with published HMRC guidelines on the status of self-employed sub-contractors, if any arrangements in relation to those persons change in the future, or if HMRC successfully challenges whether these activities are compliant with the employment status rules, the relevant persons could be deemed to be employees instead of sub-contractors, in which case, the Enlarged Group would be liable to make payments in respect of PAYE/NIC relating to their employment. Pursuant to UK employment law, employees and workers enjoy various rights which are not available to genuinely self-employed individuals and there is also a risk that self-employed contractors might therefore seek to claim employee or worker status in order to benefit from additional entitlements, such as compensation in respect of unfair dismissal (a right which is available only to an employee). The Enlarged Group would also be liable for increased costs (such as PAYE income tax, National Insurance Contributions ("**NICs**") (this can be offset against tax/NIC paid by the worker/his Personal Service Company etc), interest and penalties) and contractors could also seek to claim statutory entitlements such as holiday pay, sick pay and maternity pay. If successful, their entitlements could extend back to the commencement of engagement by the relevant Enlarged Group company. Whilst the Enlarged Group endeavours to ensure that both the contracts and procedures in place with such parties are constructed in such a way so as to minimise the risk that an employee relationship is established, the risk nevertheless remains that a court or tribunal might determine that, in reality, there is an employment relationship, even if this contradicts what is written in a contract. Any such determination could, therefore, have a material adverse effect on the Enlarged Group's business, financial condition, results of operations and prospects.

Disruption or failure of networks and information systems, the internet or other technology

The Enlarged Group's business is dependent on the availability of network and information systems, the internet and other technologies, in particular access to, and use of, software applications. Shutdowns or service

disruptions caused by events such as criminal activity, sabotage or espionage, computer viruses, hacking and other cyber-security attacks, router disruption, automated attacks such as denial of service attacks, power outages, natural disasters, accidents, terrorism, equipment failure or other events within or outside the Enlarged Group's control could adversely affect the Enlarged Group and customers. Furthermore, such attacks cannot always be immediately detected, which means that the Enlarged Group may not be in a position to promptly address the attacks or to implement adequate preventative measures.

Such events could result in large expenditures necessary to recover data, or repair or replace such networks or information systems or to protect them from similar events in the future. Significant incidents could result in a disruption of parts of the Enlarged Group's business, consumer dissatisfaction, damage to the Enlarged Group's brands, legal costs or liability, and a loss of customers or revenues and affect the Enlarged Group's financial performance and prospects.

Data protection breaches

The Enlarged Group must ensure ongoing compliance with various data protection laws, including; (i) the UK version of Regulation (EU) 2016/679 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**") as set out in The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; (ii) the Data Protection Act 2018 (the "**DPA**"); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003) The Enlarged Group is under an obligation to protect the private and personal data that it holds, including that of its employees and any personal information that the Enlarged Group holds in respect of its employees would be subject to the UK GDPR, the DPA and other relevant laws. There is an inherent risk that such data could be processed in a manner which is in direct breach of the relevant data protection legislation, the consequence of which would not only be a potentially significant fine, but may also result in damage to the Enlarged Group's reputation further impacting the Enlarged Group's revenue. There is a risk that any data breach within the Company could have significant reputational impact, given the nature of the services the Enlarged Group offers. Although the Board considers that the Enlarged Group has in place adequate procedures to ensure compliance with the UK GDPR, the DPA and other relevant laws and controls to ensure the security of the data collected, this does not preclude the possibility of litigation or damage of goodwill as a result of a perceived breach, or an actual breach of the UK GDPR, the DPA and other relevant data protection laws.

Intellectual property rights

The Enlarged Group relies on a combination of trademarks, service marks and domain name registrations, common law or statutory copyright protection and contractual restrictions to establish and protect its intellectual property. Any third party may challenge the Enlarged Group's intellectual property. The Enlarged Group may incur substantial costs in defending any claims relating to its intellectual property rights. There can be no guarantee that third parties have not and/or will not manage to independently develop brands and websites similar to those offered by the Enlarged Group without infringing the Enlarged Group's intellectual property rights, which could adversely affect the Enlarged Group's reputation, business, financial condition or prospects.

Litigation and other adversarial actions in the ordinary course of business could materially adversely affect the Enlarged Group

Although the Enlarged Group is not currently party to (either as a claimant or as a defendant) any material litigation, it may be subject to such litigation in the future. In addition, the Company may be subject to other disputes, claims and complaints, including adversarial actions, by customers, employees, suppliers, insurers and others in the ordinary course of business. Significant claims or a substantial number of small claims may be expensive to defend, may divert the time and focus of the Directors and the Senior Management Team away from the Enlarged Group's operations and may result in the Enlarged Group having to pay monetary damages, any of which could have a material adverse effect on the Enlarged Group's financial condition, business, prospects and results of operations. In addition, adverse publicity or substantial litigation against the Enlarged Group could

negatively impact its reputation, even if the Enlarged Group is not found liable, which could have a material adverse effect on the Enlarged Group's business and financial condition.

Adequacy of warranties within the SPAs

The objective of the due diligence conducted on each of the Targets is to identify any material issues which might affect an acquisition decision and ensure, where relevant, the sufficiency of warranties given by the Sellers within the SPAs. When conducting due diligence and making an assessment regarding an acquisition, the Directors are required to rely on resources available to them, including, in the main, data provided by the Targets and public information. As a result, there can be no assurance that the due diligence undertaken will reveal or highlight all relevant facts that may be necessary or helpful in evaluating such acquisitions or the adequacy of warranties contained within the SPAs for all of the past and future liabilities relating to the operations and activities of the Targets, including, but not limited to, tax as well as a tax covenant and indemnities in respect of specific liabilities.

Suppliers

The Enlarged Group relies on certain suppliers, without whom the Enlarged Group's revenue generation, efficiency of operations and cash flow may not be optimised. The Enlarged Group cannot guarantee that service and products delivered from third parties will remain of a high quality in the future and be provided without interruption. In the event of a major disruption to the timely supply of third party products and services, alternative suppliers may only be available at higher prices or at the cost of some delay in supply which could negatively affect the Enlarged Group's operations, financial results and performance.

Financial controls and internal reporting procedures

As part of the Admission process, the Enlarged Group has implemented various new processes and controls to allow it to produce accurate and timely financial statements and to monitor and manage risks. If any of these systems or controls were to fail, the Enlarged Group may be unable to produce financial statements accurately or on a timely basis or expose the Enlarged Group to risk. Any concerns investors may have in respect of the potential lack of available and current financial information and the controls the Enlarged Group has in place could adversely affect the Enlarged Group's share price.

GENERAL RISKS RELATING TO AN INVESTMENT IN THE ORDINARY SHARES

General

An investment in Ordinary Shares is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such an investment, or other investors who have been professionally advised with regard to the investment, and who have sufficient resources to be able to bear any losses that may arise therefrom (which may be equal to the whole amount invested). Such an investment should be seen as complementary to existing investments in a wide spread of other financial assets and should not form a major part of an investment portfolio. Prospective investors should not consider investing in the Ordinary Shares unless they already have a diversified investment portfolio. Prospective investors should be aware that the value of an investment in theEnlarged Group may go down as well as up and investors may therefore not recover their original investment.

Legislation and tax status

The Admission Document has been prepared on the basis of current legislation, regulation, rules and practices and the Directors' interpretation thereof. Such interpretation may not be correct, and it is always possible that legislation, rules. and practice may change. Any change in legislation and in particular in tax status or tax residence of theEnlarged Group or in tax legislation or practise may have an adverse effect on the returns available on an investment in the Enlarged Group.

General economic climate

Factors such as inflation, currency fluctuation, interest rates, supply and demand of capital and industrial disruption have an impact on business costs and stock market prices. TheEnlarged Group's operations, business

and profitability can be affected by these factors, which are beyond the control of the Enlarged Group.

Economic, political, judicial, administrative, taxation, environmental or other regulatory matters

In addition to the impact of the downturn of the world's economies, theEnlarged Group may be adversely affected by other changes in economic, political, judicial, administrative, taxation or other regulatory or other unforeseen matters. The Enlarged Group may not have been and may not be at all times in complete compliance with environmental laws, regulations and permits, and the nature of the Enlarged Group's operations expose it to the risk of liabilities or claims with respect to environmental, regulatory and worker health and safety matters. If the Enlarged Group violates or fails to comply with relevant laws, regulations and permits, it could be subject to penalties, fines, restrictions on operations or other sanctions, and the Enlarged Group's operations could be interrupted or suspended.

Share price volatility and liquidity

Following Admission, the market price of the Ordinary Shares may be subject to wide fluctuations in response to many factors, including stock market fluctuations and general economic conditions or changes in political sentiment. This may substantially affect the market price of the Ordinary Shares irrespective of the progress the Company may make in terms of developing and expanding its products or its actual financial, trading, or operational performance. These factors could include the performance of theEnlarged Group, purchases, or sales of the Ordinary Shares (or the perception that the same may occur, as, for example in the period leading up to the expiration of the restrictions contained in certain lock-in and orderly marketing arrangements), legislative changes and market, economic, political or regulatory conditions or price distortions resulting from limited liquidity in the Enlarged Group's shares. The share price for publicly traded companies, particularly those at an early stage of development, such as the Enlarged Group, can be highly volatile. Admission should not be taken as implying that a liquid market for the Ordinary Shares will either exist, develop, or be sustained following Admission. Active, liquid trading markets generally result in lower price volatility and more efficient execution of buy and sell orders for investors. The liquidity of a securities market is often a function of the volume of the underlying shares that are publicly held by unrelated parties. If a liquid trading market for the Ordinary Shares does not develop, the price of the Ordinary Shares may become more volatile, and it may be more difficult to complete a buy or sell order even for a relatively small number of such Ordinary Shares.

There is no guarantee that the Ordinary Shares will continue to be traded on AIM

TheEnlarged Group cannot assure Shareholders that the Ordinary Shares will always continue to be traded on AIM or on any other exchange. Trading on AIM in the Ordinary Shares will be suspended if Completion does not occur by 31 August 2024. Furthermore, if a reverse takeover is not completed by 28 February 2025, admission of the Ordinary Shares to trading on AIM will be cancelled.

Investment in AIM traded securities

The Ordinary Shares will be traded on AIM rather than admitted to the Official List. AIM is designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. The rules of AIM are less demanding than the rules for companies admitted to the Official List and an investment in shares traded on AIM may carry a higher risk than an investment in shares admitted to the Official List. In addition, the market in shares traded on AIM may have limited liquidity (as stated above), therefore making it more difficult for an investor to realise its investment on AIM than to realise an investment in a company whose shares are admitted to the Official List. Prospective investors should therefore be aware that the market price of the Ordinary Shares may be more volatile than that of shares admitted to the Official List and may not reflect the underlying value of theEnlarged Group. Investors may, therefore, not be able to sell at a price which permits them to recover their original investment and they could lose their entire investment in the Enlarged Group.

Issue of additional Ordinary Shares

It is expected that theEnlarged Group will make further acquisitions following Completion which will be funded by the issue of further Ordinary Shares and cash which would be funded either by bank debt, if available to the Enlarged Group, or by the issue of further Ordinary Shares. It is possible that the Enlarged Group may decide to issue, pursuant to a public offer or otherwise, additional Ordinary Shares in the future at a price or prices higher or lower than the Placing Price. An additional issue of Ordinary Shares by the Enlarged Group, or the public perception that an issue may occur, could have an adverse effect on the market price of Ordinary Shares and could dilute the proportionate ownership interest, and hence the proportionate voting interest, of Shareholders. This will particularly be the case if, and to the extent that, such an issue of Ordinary Shares is not effected on a pre-emptive basis, or Shareholders do not take up their rights to subscribe for further Ordinary Shares structured as a pre-emptive offer.

Dilution

If theEnlarged Group were to offer equity securities for sale in the future, Shareholders not participating in these equity offerings may become diluted and pre-emptive rights may not be available to certain Shareholders. The Enlarged Group may also in the future issue Ordinary Shares, warrants and/or options to subscribe for new Ordinary Shares, including (without limitation) to certain advisers, employees, directors, senior management, and consultants. The exercise of such warrants and/or options may also result in the dilution of the shareholdings of other investors.

Risks relating to EIS and VCT

Investors should be aware of the possibility that only the EIS/VCT Placing Shares might be issued and that none, or only some, of the Non-EIS and VCT Placing Shares, the Initial Consideration Shares and the Bob Holt Loan Conversion Shares are issued. Investors should also be aware that Second Admission might not take place. Consequently, even if the EIS and VCT Placing Shares have been issued there is no guarantee that the placing of the Non-EIS and VCT Placing Shares and issuance of the Initial Consideration Shares and the Bob Holt Loan Conversion Shares will become unconditional. The working capital statement set out in paragraph 16 of Part IX of the Admission Document assumes that all of the New Ordinary Shares are issued and Second Admission takes places.**If all of the New Ordinary Shares are not issued and Second Admission does not take place, the Company may not be able to implement the strategy and growth plans as outlined in the Admission Document and, on the assumption that none of the Acquisitions has taken place, all the issued shares in the Company would be suspended from trading on AIM.**

The availability of EIS Relief and the status of the relevant EIS Placing Shares and/or the VCT Placing Shares as a qualifying holding for VCT purposes will be conditional on (amongst other things) the Company and the investor both continuing to satisfy the relevant requirements, under the relevant tax legislation, throughout, broadly, the period of three years from the date of issue of the relevant EIS Placing Shares and for VCTs for the period during which the VCTs hold the shares. Neither the Company, the Board nor the Company's advisers represent, warrant or undertake that the Company or the EIS Placing Shares and VCT Placing Shares will comply with the requirements of respectively the EIS Legislation or the VCT Legislation at or following the Placing, that investors will be able to obtain EIS Relief or VCT Relief in respect of their subscription for EIS Placing Shares or VCT Placing Shares, or that in due course such EIS or VCT Relief will not be withdrawn.

Circumstances may arise (which may include the sale of the Enlarged Group) where the Board believes that the interests of theEnlarged Group are not best served by acting in a way that preserves VCT qualifying status, or ensures that the Company and/or the EIS Placing Shares and VCT Placing Shares will continue to meet the conditions for EIS Legislation or VCT Legislation respectively. In such circumstances, the Enlarged Group and the Board cannot undertake to conduct the activities of the Enlarged Group in a manner designed to preserve any such relief or status. Should the relevant legislation regarding EIS or VCTs change, then eligibility for EIS Relief or qualifying status for VCT purposes previously obtained may be lost.

Any person seeking to obtain EIS or VCT Relief should consult their own professional tax adviser in order that they may fully understand how the EIS Legislation and VCT Legislation applies in their individual

circumstances. In particular, any such person should seek professional tax advice as to whether or not they are considered to be "independent", for the purposes of seeking EIS Relief. There is a risk that such person may consider themselves to be "independent", but HMRC does not agree with such classification.

APPENDIX III

TERMS AND CONDITIONS OF THE PLACING

UNLESS DEFINED BELOW CAPITALISED TERMS ARE AS DEFINED IN THE ADMISSION DOCUMENT.

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEES ONLY.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT (INCLUDING THIS APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN (TOGETHER, THIS "**ANNOUNCEMENT**") ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE: (A) IF IN A MEMBER STATE ("**RELEVANT MEMBER STATE**") OF THE EUROPEAN ECONOMIC AREA ("**EEA**"), PERSONS WHO ARE QUALIFIED INVESTORS ("**EEA QUALIFIED INVESTORS**"), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(e) OF REGULATION (EU) 2017/1129 (THE "**EU PROSPECTUS REGULATION**"); OR (B) IF IN THE UNITED KINGDOM, PERSONS WHO ARE QUALIFIED INVESTORS ("**UK QUALIFIED INVESTORS**"), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(e) OF PROSPECTUS REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE "**UK PROSPECTUS REGULATION**"), AND WHO ARE (I) PERSONS FALLING WITHIN THE DEFINITION OF "INVESTMENT PROFESSIONAL" IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "**ORDER**") OR (II) PERSONS WHO FALL WITHIN ARTICLE 49(2)(A) TO (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC) OF THE ORDER, OR (C) PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS REFERRED TO IN (A), (B) AND (C) TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**").

THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER FOR THE SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THE PLACING SHARES WILL BE OFFERED AND SOLD ONLY OUTSIDE OF THE UNITED STATES IN "OFFSHORE TRANSACTIONS" (AS SUCH TERM IS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) PURSUANT TO REGULATION S AND OTHERWISE IN ACCORDANCE WITH APPLICABLE LAWS. NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES OR ELSEWHERE.

THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE INFORMATION CONTAINED HEREIN IS RESTRICTED AND IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, NEW ZEALAND, THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

The distribution of this Announcement and/or the Placing and/or issue of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken or will be taken by the Company, the Nominated Adviser, the Joint Brokers or any of their respective affiliates, agents, directors, officers or employees that would permit an offer of the Placing Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required.

Persons into whose possession this Announcement comes are required by the Company, the Nominated Adviser, and the Joint Brokers to inform themselves about and to observe any such restrictions.

Neither this Announcement nor any part of it constitutes or forms part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in any jurisdiction in which such offer or solicitation is unlawful and, in particular, is not for distribution in or into the United States (including its territories and possessions,any state of the United States and the District of Columbia), Australia, Canada, Japan, the Republic of South Africa or to any national, resident or citizen of the United States, Australia, Canada, Japan or the Republic of South Africa or to any corporation, partnership or other entity created or organized under the laws thereof, or to any persons in any other country outside the United Kingdom where such distribution may lead to a breach of any legal or regulatory requirement. No public offering of the Placing Shares is being made in any such jurisdiction.

All offers of the Placing Shares will be made pursuant to an exemption under the EU Prospectus Regulation and the UK Prospectus Regulation from the requirement to produce a prospectus. In the United Kingdom, this Announcement is being directed solely at persons in circumstances in which section 21(1) of FSMA does not apply.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is a criminal offence in the United States. The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada, no prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained for the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares and the Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Canada, Japan or the Republic of South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Australia, Canada, Japan, the Republic of South Africa or any other jurisdiction in which such activities would be unlawful.

Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligation to forward a copy of this Announcement should seek appropriate advice before taking any action.

Each Placee should consult with its own advisers as to legal, tax, business and related aspects of an acquisition of Placing Shares. The price of shares and any income expected from them may go down as well as up and Placees may not get back the full amount invested upon disposal of the shares. Past performance is no guide to future performance.

Placees, including any individuals, funds or others on whose behalf a commitment to acquire Placing Shares is given, will be deemed: (i) to have read and understood this Announcement, including this Appendix, in its entirety; and (ii) to be participating and making an offer for Placing Shares on the terms and conditions and to be providing the representations, warranties, acknowledgements and undertakings, contained in this Appendix.

Representations, warranties and acknowledgements of the Placees

In particular, each such Placee represents, warrants and acknowledges that:

1 in the case of a Relevant Person in the United Kingdom who acquires any Placing Shares pursuant to the Placing:

(a) it is a UK Qualified Investor; and

(b) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Regulation 5(1) of the UK Prospectus Regulation:

(i) the Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale (a) to persons in the United

Kingdom other than UK Qualified Investors or (b) to persons in any Relevant Member State other than EEA Qualified Investors or (c) or in circumstances in which the prior consent of the Nominated Adviser and the Joint Brokers has been given to each such proposed offer or resale;

(ii) where Placing Shares have been acquired by it on behalf of persons in the United Kingdom other than UK Qualified Investors, the offer of those Placing Shares to it is not treated under the UK Prospectus Regulation as having been made to such persons; or

(iii) where Placing Shares have been acquired by it on behalf of persons, other than EEA Qualified Investors, in any Relevant Member State, the offer of those Placing Shares to it is not treated under the EU Prospectus Regulation as having been made to such persons;

2 in the case of a Relevant Person in a Relevant Member State who acquires any Placing Shares pursuant to the Placing:

(a) it is an EEA Qualified Investor; and

(b) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Regulation 5 of the EU Prospectus Regulation:

(i) the Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale (a) to persons in the United Kingdom other than UK Qualified Investors or (b) to persons in any Relevant Member State other than EEA Qualified Investors or (c) or in circumstances in which the prior consent of the Nominated Adviser and the Joint Brokers has been given to each such proposed offer or resale;

(ii) where Placing Shares have been acquired by it on behalf of persons in the United Kingdom other than UK Qualified Investors, the offer of those Placing Shares to it is not treated under the UK Prospectus Regulation as having been made to such persons; or

(iii) where Placing Shares have been acquired by it on behalf of persons, other than EEA Qualified Investors, in any Relevant Member State, the offer of those Placing Shares to it is not treated under the EU Prospectus Regulation as having been made to such persons;

3 it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it has authority to exercise, and is exercising, investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this Announcement;

4 it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix;

5 except as otherwise permitted by the Company and subject to any available exemptions from applicable securities laws, it (and any person on whose account it is acting, as referred to in paragraph 4 above) is located outside the United States and is acquiring the Placing Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S;

6 if it acquires EIS Placing Shares or VCT Placing Shares (together, the "**EIS and VCT Placing Shares**"), its obligations and rights under the Placing in respect of such EIS and VCT Placing Shares is conditional on the

Placing Agreement having become unconditional in respect of such Placing Shares but is not conditional on First Admission or Second Admission.

Further details regarding the EIS Placing Shares and VCT Placing Shares

Investors must take their own professional advice in order that they may fully understand how the relief legislation may apply in their individual circumstances and rely on it. In particular, investors should note it is intended that, if the Placing Agreement has not been terminated in accordance with its terms before such time, the Company will unconditionally allot and issue the EIS Placing Shares and the VCT Placing Shares prior to the anticipated time of First Admission.

It is anticipated that the EIS Placing Shares will be issued unconditionally on or around 11:59 p.m. on 27 August 2024, the VCT Placing Shares will be issued unconditionally on or around 7:30 a.m. on 28 August 2024, and that dealings for such shares will commence at 8.00am on 28 August 2024. The Non-EIS and VCT Placing Shares will be issued on Second Admission and dealings in the Non-EIS and VCT Placing Shares (along with the admission of the Initial Consideration Shares and the Bob Holt Loan Conversion Shares and the re-admission of the Existing Ordinary Shares and the EIS and VCT Placing Shares) will commence at 8.00 a.m. on 29 August 2024 (or such later time and/or date as may be agreed by the Nominated Adviser, the Joint Brokers and the Company, not being later than 8.00 a.m. on 5 September 2024). Placees acquiring EIS and VCT Placing Shares should be aware of the possibility that the EIS Placing Shares and/or the VCT Placing Shares might be issued and that none of the remaining Non-EIS and VCT Placing Shares are issued, and such Placees should also be aware that neither the First Admission nor the Second Admission may take place. Consequently, even if the EIS Placing Shares or the VCT Placing Shares have been issued, there is no guarantee that the placing of the remaining Non-EIS and VCT Placing Shares (or the issuance of the Initial Consideration Shares and the Bob Holt Loan Conversion Shares) will become unconditional or that the First Admission, Second Admission or completion of the SPAs will occur.

Details of the Placing Agreement, the Placing Shares and the Bookbuild

SCC is acting as nominated adviser and SCS and Zeus are acting as a joint brokers in connection with the Placing and Admissions. SCC, SCS and Zeus have entered into the Placing Agreement with the Company under which, among other things, SCS and Zeus have agreed to use their respective reasonable endeavours to procure Placees to take up the Placing Shares, on the terms and subject to the conditions set out therein.

SCS and Zeus will today commence the Bookbuild. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares. The Placing is not being underwritten.

SCS and Zeus shall be entitled to effect the Placing by such alternative method to the Bookbuild as it may, in its absolute discretion following consultation with the Company, determine.

The Placing Shares will, as from the date when they are issued, be fully paid up, rank in full for all dividends and other distributions declared, made or paid on the Ordinary Shares and otherwise rank *pari passu* in all respects with, and be identical to, the Existing Ordinary Shares.

Application for listing and admission to trading

Applications will be made for admission of the Placing Shares, the Initial Consideration Shares and the Bob Holt Loan Conversion Shares to trading on AIM.

The Placing and the Acquisitions are both subject to, *inter alia*, Shareholder approval at the General Meeting. Should Shareholder approval not be satisfied, the Placing will not proceed and neither First Admission nor Second Admission will occur.

It is expected that First Admission will become effective and that dealings in the EIS and VCT Placing Shares will commence at 8.00 a.m. on 28 August 2024. It is expected that Second Admission will become effective and that dealings in the Non-EIS and VCT Placing Shares (along withthe Initial Consideration Shares and the Bob Holt Loan Conversion Shares and the re-admission of the Existing Ordinary Shares) will commence at 8.00 a.m. on 29 August 2024.

Participation in, and principal terms of, the Placing

The Joint Brokers are arranging the Placing as joint brokers and agents of the Company for the purpose of procuring Placees at the Placing Price for the Placing Shares.

1 Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by the Joint Brokers. Each Joint Broker may severally (but is not obliged to) agree to be a Placee in respect of all

or some of the Placing Shares or may nominate any member of its group to do so.

2 The number of Placing Shares to be issued at the Placing Price will be agreed by the Joint Brokers (in consultation with the Company) following completion of the Bookbuild. The number of Placing Shares to be issued will also be announced on an RIS following the completion of the Bookbuild (the "**Placing Results Announcement**").

3 To bid in the Bookbuild, Placees should communicate their bid by telephone to their usual sales contact at the applicable Joint Broker. Each bid should state the number of Placing Shares which the prospective Placee wishes to subscribe for. Bids may be scaled down by the Joint Brokers on the basis referred to in paragraph 7 below.

4 A bid in the Bookbuild will be made on the terms and subject to the conditions in this Appendix and will be legally binding on the Placee on behalf of which it is made and, except with the Joint Brokers' consent, will not be capable of variation or revocation after the time at which it is submitted. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the Company and the relevant Joint Broker, to pay to them (or as the relevant Joint Broker may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares that such Placee has agreed to subscribe for and the Company has agreed to allot and issue to that Placee. Each prospective Placee's obligations will be owed to the Company and the Joint Brokers.

5 The Bookbuild is expected to close at 11.00 a.m. today, but may be closed earlier or later at the discretion of the Joint Brokers. The Joint Brokers may, in agreement with the Company, accept bids, either in whole or in part, that are received after the Bookbuild has closed.

6 The Joint Brokers may choose to accept bids, either in whole or in part, on the basis of allocations determined in consultation with the Company and may scale down any bids for this purpose on such basis as they may determine. The Joint Brokers may also, notwithstanding paragraphs 4 and 5 above, (a) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time and (b) allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time. The Company reserves the right (upon agreement with the Joint Brokers) to reduce or seek to increase the amount to be raised pursuant to the Placing at its discretion.

7 Allocations of the Placing Shares will be determined by the Joint Brokers in their absolute discretion after consultation with the Company with regard to the identities of the proposed Placees in accordance with the conduct of business sourcebook of the FCA handbook. Allocations will be confirmed orally by the relevant Joint Broker and a Form of Confirmation will be despatched as soon as possible thereafter. The relevant Joint Broker's oral confirmation to such Placee constitutes an irrevocable legally binding commitment upon such person (who will at that point become a Placee), in favour of the Joint Brokers and the Company, to acquire the number of Placing Shares allocated to it and to pay the Placing Price in respect of such shares on the terms and conditions set out in this Appendix and in accordance with the Company's articles of association. Except with the Joint Brokers' consent, such commitment will not be capable of variation or revocation after the time at which it is submitted.

8 Each Placee's allocation and commitment to the Joint Brokers (acting as placing agents for the Company) will be evidenced by a Form of Confirmation issued to such Placee by the relevant Joint Broker. The terms of this Appendix will be deemed incorporated in that contract note.

9 Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the relevant time, on the basis explained below under "Registration and Settlement".

10 All obligations of the Joint Brokers under the Placing will be subject to fulfilment of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".

11 By participating in the Placing, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below under "Right to terminate under the Placing Agreement" and will not be capable of rescission or termination by the Placee.

12 To the fullest extent permissible by law, neither Joint Broker, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any responsibility or liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither Joint Broker, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any responsibility or liability (including to the extent permissible by law, any fiduciary duties) in respect of the conduct of the Placing or of such alternative method of effecting the Placing as the Joint Brokers and the Company may determine.

13 The Placing Shares will be issued subject to the terms and conditions of this Appendix and each Placee's commitment to subscribe for Placing Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing and Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Joint Brokers' conduct of the Placing.

14 All times and dates in this Announcement may be subject to amendment. The Joint Brokers shall notify the Placees and any person acting on behalf of the Placees of any such changes.

Conditions of the Placing

The entire Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms.

The Nominated Adviser and the Joint Brokers' obligations under the Placing Agreement are conditional on, *inter alia*:

1 the Company procuring that the Admission Document and Form of Proxy are submitted to the London Stock Exchange and are sent to each Shareholder who is entitled to receive notice of the General Meeting;

2 the SPAs having been entered into by the parties thereto on or before the date of the Placing Agreement; and

3 the Placing Results Announcement is released through a RIS by no later than 5.00p.m. on the date of the Placing Agreement.

The Nominated Adviser and the Joint Brokers' obligations under the Placing Agreement in respect of the EIS Placing Shares are conditional on, *inter alia*:

1 the First Admission Application having been made;

2 the passing of the Resolutions (without amendment) by the requisite majorities of Shareholders at the General Meeting on the date of the General Meeting (and not, without the prior written consent of the Nominated Adviser and the Joint Brokers (acting jointly), at any adjournment of such meeting);

3 the warranties given by the Company in the Placing Agreement being true and accurate and not misleading when made at the date of the Placing Agreement, publication of the Admission Document or completion of the EIS Placing, by reference to the facts and circumstances subsisting at that time;

4 in the opinion of the Nominated Adviser and each Joint Broker (acting in good faith), there having been no Specified Event (as defined in the Placing Agreement) having occurred or Material Adverse Change (as defined in the Placing Agreement) before completion of the EIS Placing;

5 no Supplementary Admission Document being required to be published or having been published by the Company;

6 each of the SPAs having been entered into on or before the date of the Placing Agreement and remaining in full force and effect and having become unconditional in all respects in each case other than for Second Admission and the Placing Agreement and not having been modified, or rescinded, lapsed or been terminated (in whole or in part);

7 the Initial Consideration Shares and the Bob Holt Loan Conversion Shares having been allotted, conditional only on Second Admission; and

8 the EIS Placing Shares having been unconditionally allotted and issued by the Company at or before 11:59 p.m. on the day immediately prior to the First Admission Date.

The Nominated Adviser and the Joint Brokers' obligations under the Placing Agreement in respect of the VCT Placing Shares are conditional on, *inter alia*:

1 all the conditions in the Placing Agreement relating to the EIS Placing having been fulfilled; and

2 the VCT Placing Shares having been unconditionally allotted and issued by the Company at or before 7:30 a.m. on the First Admission Date.

The Nominated Adviser and the Joint Brokers' obligations under the Placing Agreement in respect of the Non-EIS and VCT Placing Shares are conditional on, *inter alia*:

1 First Admission becoming effective no later than 8.00 a.m. on the First Admission Date (or such later date as the Nominated Adviser and the Joint Brokers may agree as the date for First Admission but in any event no later than 8.00 a.m. on the Long Stop Date) (the "**First Admission Condition**");

2 the conditions in the Placing Agreement relating to the VCT Placing Shares having been fulfilled;

3 the Non-EIS and VCT Placing Shares having been allotted, conditionally only on Second Admission, in the manner described in the Placing Agreement; and

4 Second Admission occurring not later than 8:00 a.m. on the Second Admission Date (or such later date as the Nominated Adviser and the Joint Brokers may agree as the date for Second Admission but in any event no later than 8.00 a.m. on the Long Stop Date) (the "**Second Admission Condition**").

Save for the First Admission Condition and the Second Admission Condition (which are not capable of being waived), the Nominated Adviser and the Joint Brokers may, at its absolute discretion and subject to such conditions as they consider appropriate, extend (or where capable of waiver, waive) the time and date by which any of the Conditions may be satisfied, provided that the time for satisfaction of the First Admission Condition and the Second Admission Condition shall not extend beyond the Long Stop Date.

Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

If: (i) any of the conditions contained in the Placing Agreement, including those described above, is not fulfilled or (where permitted) waived by the relevant time or date specified (or such later time and/or date as the Company,the Nominated Adviser and the Joint Brokers' may agree); or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing (or the VCT Placing and/or the Non-EIS and VCT Placing, as the case may be) will lapse, any funds delivered by the Placee to the Joint Brokers or the Company in respect of the Placee's participation will (if applicable) be returned to the Placee at the Placee's risk without interest and the Placees' rights and obligations hereunder in relation to the Placing Shares (if applicable) shall cease and terminate at such time and each Placee agrees that no claim can be made by it (or any person on whose behalf the Placee is acting) in respect thereof.

Neither the Nominated Adviser, the Joint Brokers nor any of their respective affiliates, agents, directors, officers or employees nor the Company shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive, or to extend the time and/or date for the satisfaction of, any condition in the Placing Agreement nor in respect of any decision they may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Brokers.

Right to terminate under the Placing Agreement

The Nominated Adviser and each Joint Broker may, in its absolute discretion, be entitled, at any time before Second Admission, to terminate the Placing Agreement in accordance with its terms in certain circumstances, including, inter alia, if, in the opinion of the Nominated Adviser or either Joint Broker:

1 any statement contained in the Transaction Documents (as defined in the Placing Agreement) has become untrue, inaccurate or misleading or any matter having arisen which would, if such documents were issued at that time, constitute an omission from such documents or any of them;

2 any of the warranties given by the Company in the Placing Agreement was untrue, inaccurate or misleading when made and/or that any such warranties having ceased to be true or accurate or has become misleading in each case by reference to the facts and circumstances subsisting at that time;

3 the Resolutions are not passed by the requisite majority of shareholders and without amendment at the General Meeting;

4 any of the Applications is withdrawn or refused by the London Stock Exchange;

5 any party to each of the SPAs have become entitled to terminate or rescind or has terminated or rescinded the respective SPA or any of the SPAs is no longer in full force or effect; or

6 a Supplementary Admission Document has been published or is required to be published by the Company;

7 a Specified Event (as defined in the Placing Agreement) or a Material Adverse Change (as defined in the Placing Agreement) has occurred or there is a fact, circumstance or development reasonably likely to result in a Material Adverse Change; or

8 there has occurred:

(a) material adverse change in the financial markets in the United States, the United Kingdom or in any member or associate member of the European Union or the international financial markets;

(b) any outbreak or escalation of hostilities, war, act of terrorism, declaration of emergency or martial law or other calamity or crisis or event or any change or development involving a prospective change in national or international political, financial, economic, monetary or market conditions or currency exchange rates or controls in the United States, the United Kingdom or in any member or associate member of the European Union;

(c) a suspension or material limitation by the London Stock Exchange on any exchange or other-the-counter market in the trading in any securities of EARNZ, or a suspension or material limitation in trading generally on the New York Stock Exchange, the NASDAQ National Market or the London Stock Exchange, or the fixing of minimum or maximum prices for trading or the imposition of a requirement for maximum ranges for prices of securities, by any of said exchanges or by such system or by order of any governmental authority, or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or in Europe;

(d) any actual or prospective change or development in the United Kingdom or any other Taxation that would have a materially adverse effect on any member of the EARNZ Group, the allotment, issue or delivery of the New Ordinary Shares or the transfer thereof, or any member or associate member of the European Union; or

(e) a declaration of a banking moratorium by the authorities in the United States, the United Kingdom or a member or associate member of the European Union,

which in any such case would (either individually or together with any other event referred to in this paragraph 8), in the opinion of the Nominated Adviser or either Joint Broker (acting in good faith), be likely to prejudice the success of the Transaction, dealings in the New Ordinary Shares following Second Admission or which makes it impractical or inadvisable to proceed with the Transaction in the manner contemplated in the Transaction Documents (as defined in the Placing Agreement).

If Zeus but not Shore Capital serves notice to terminate the Placing Agreement under its terms, Shore Capital may, in its absolute discretion and without obligation, within 24 hours thereafter elect, by giving notice to the Company, allow the Placing to proceed on the basis that Shore Capital shall assume any and all obligations of Zeus which remain to be performed under the Placing Agreement. For the avoidance of doubt, in no circumstances shall Zeus proceed with the Placing if Shore Capital elect to terminate the Placing Agreement.

By participating in the Placing, Placees agree with the Company, the Nominated Adviser and the Joint Brokers that the exercise or non-exercise by Shore Capital and/or Zeus of any right of termination or other right or other discretion under the Placing Agreement shall be within the absolute discretion of Shore Capital and/or Zeus or for agreement between the Company and Shore Capital and/or Zeus (as the case may be) and that neither the Company nor Shore Capital and/or Zeus need make any reference to, or consult with, you and that none of the Company, Shore Capital and/or Zeus nor any of their respective affiliates or its or their respective duly authorised representatives shall have any liability to you whatsoever in connection with any such exercise or failure to so exercise or otherwise.

Restriction on Further Issue of Shares and certain other matters

The Company has undertaken to the Nominated Adviser and the Joint Brokers that it will not, and will procure that no Enlarged Group Company will, between the date of the Placing Agreement and 180 days after Second Admission, inter alia:

1 allot, issue, offer, sell, contract to sell or issue, grant any option, right or warrant to subscribe or purchase or otherwise dispose of or create an encumbrance over, directly or indirectly, any "equity securities" (as defined in the Companies Act) (or any securities convertible into or exchangeable for equity securities or which carry rights to subscribe or purchase equity securities) or any interest in any equity securities or agree to do any of such things; or

2 enter into, or incur any obligation to make, any commitment or agreement, or put itself in a position where it is obliged to announce that any commitment or agreement may be entered into or made save to the extent that it relates to such a commitment or agreement disclosed in the Admission Document and in this Announcement, which in either case is or might be material in the context of the Transaction, without the prior written consent of the Joint Brokers (acting jointly).

No Prospectus

No offering document or prospectus has been or will be submitted to be approved by the FCA or submitted to the London Stock Exchange in relation to the Placing.

Placees' commitments will be made solely on the basis of publicly available information taken together with the information contained in this Announcement, and any other Exchange Information and subject to the further terms set forth in the Form of Confirmation. Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement (including this Appendix) and all other Exchange Information is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty or statement made by or on behalf of the Company or the Nominated Adviser and the Joint Brokers or any other person and none of the Company or the Nominated Adviser, the Joint Brokers nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation by that person.

Registration and Settlement

Settlement of transactions in the Placing Shares (ISIN: GB00BRC2TB67) following the relevant Admission will take place within CREST. Subject to certain exceptions, the Joint Brokers and the Company reserve the right to require settlement for, and delivery of, the Placing Shares (or any part thereof) to Placees by such other means that they

deem necessary if delivery or settlement is not possible or practicable within CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Each Placee allocated Placing Shares in the Placing will be sent a Form of Confirmation in accordance with the standing arrangements in place with the relevant Joint Broker stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to the relevant Joint Broker and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions in respect of the Placing Shares that it has in place with the relevant Joint Broker. Settlement within CREST will take place on a delivery versus payment basis.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above the base rate of Barclays Bank PLC as determined by the Joint Brokers.

It is expected that settlement will be on 28 August 2024 in respect of the EIS Placing Shares and VCT Placing Shares and 29 August 2024 in respect of the Non-EIS and VCT Placing Shares in accordance with the instructions set out in the Form of Confirmation.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Joint Brokers may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the relevant Joint Brokers' account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) or other similar taxes imposed in any jurisdiction which may arise upon the sale of such Placing Shares on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the Form of Confirmation is copied and delivered immediately to the relevant person within that organisation.

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. If there are any circumstances in which any stamp duty or stamp duty reserve tax or other similar taxes or duties (including any interest and penalties relating thereto) is payable in respect of the allocation, allotment, issue, sale, transfer or delivery of the Placing Shares(or, for the avoidance of doubt, if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer of or agreement to transfer Placing Shares), none of the Nominated Adviser, the Joint Brokers nor the Company shall be responsible for payment thereof.

Representations, Warranties, Undertakings and Further Terms

By participating in the Placing each Placee (and any person acting on such Placee's behalf) irrevocably:

1 represents and warrants that it has read and understood this Announcement, including this Appendix, in its entirety and that its acquisition of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;

2 acknowledges that its obligations are irrevocable and legally binding and shall not be capable of rescission or termination by it in any circumstances;

3 acknowledges that no offering document or prospectus has been or will be prepared in connection with the Placing and represents and warrants that it has not received and will not receive a prospectus or other offering document in connection with the Placing or the Placing Shares and that any participation in the Bookbuild will solely be on the basis of the information in this Announcement and other Exchange Information;

4 acknowledges that the Placing does not constitute a recommendation or financial product advice and the Nominated Adviser and the Joint Brokers has had regard to its particular objectives, financial situation or

needs;

5 acknowledges that none of the Nominated Adviser, the Joint Brokers, the Company nor any of their respective affiliates, agents, directors, officers or employees has provided, nor will provide, it with any material regarding the Placing Shares or the Company other than the Admission Document (when published) and this Announcement; nor has it requested any of the Nominated Adviser, the Joint Brokers, the Company, any of their respective affiliates or any person acting on behalf of any of them to provide it with any such information;

6 acknowledges that the Existing Ordinary Shares are admitted to trading on AIM and that the Company is therefore required to publish certain business and financial information in accordance with the rules and practices under the AIM Rules, which includes a description of the Company's business and the Company's financial information, including balance sheets and income statements, and that it is able to obtain or access such information, or comparable information concerning other publicly traded companies, in each case without undue difficulty;

7 acknowledges that the content of the Admission Document (when published) and this Announcement is exclusively the responsibility of the Company and that none of the Nominated Adviser, the Joint Brokers, nor their respective affiliates or any person acting on behalf of any of them, has or shall have any liability for any information, representation or statement contained in, or omission from, the Admission Document (when published) and/or this Announcement or any information previously published by or on behalf of the Company, pursuant to applicable laws, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in the Admission Document (when published) or this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire Placing Shares is contained in this Announcement and other Exchange Information, such information being all that such Placee deems necessary or appropriate and sufficient to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given, or representations, warranties or statements made, by any of the Nominated Adviser, the Joint Brokers, or the Company nor any of their respective affiliates, agents, directors, officers or employees and none of the Nominated Adviser, the Joint Brokers, or the Company or any such affiliate, agent, director, officer or employee will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

8 acknowledges and agrees that it may not rely, and has not relied, on any investigation that the Nominated Adviser, the Joint Brokers or any of their respective affiliates or any person acting on their respective behalf, may have conducted with respect to the Placing Shares or the Company, and none of such persons has made any representation, express or implied, with respect to the Company, the Placing Shares or the accuracy, completeness or adequacy of the information from the London Stock Exchange or any other information; each Placee further acknowledges that it has received all information it believes necessary or appropriate in connection with its investment in the Placing Shares;

9 it has made its own assessment of the Placing Shares and has relied on its own investigation of the business, financial and trading position of the Company in accepting a participation in the Placing and none of the Nominated Adviser, the Joint Brokers, or any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company or any other person other than the Exchange Information and any information in the Admission Document (to be published) and any Supplementary Admission Document (if required); nor has it requested any of the Nominated Adviser, the Joint Brokers, the Company, any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them to provide it with any such information;

10 the content of this Announcement is exclusively the responsibility of the Company and the Directors and none of the Nominated Adviser, the Joint Brokers or any person acting on behalf of either of them or any of their respective affiliates, agents, directors, officers or employees has or shall have any liability for any information, representation or statement contained in this Announcement, the Admission Document (when published) or any Supplementary Admission Document (if required) or any Exchange Information or other information previously published by or on behalf of the Company or any member of the Group;

11 represents and warrants that it, and any prospective beneficial owner for whose account or benefit it is purchasing the Placing Shares, is and, at the time the Placing Shares are subscribed for, will be located outside

the United States and is acquiring the Placing Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S;

12 represents and warrants that it has not been offered to purchase or subscribe for Placing Shares by means of (i) any "directed selling efforts" as defined in Regulation S, or (ii) any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) of Regulation D in connection with any offer or sale of Placing Shares in the United States;

13 confirms that it understands that the Placing Shares:

(a) have not been and will not be registered or otherwise qualified and that a prospectus will not be cleared in respect of any of the Placing Shares under the securities laws or legislation of the United States, Australia, Canada, Japan, the Republic of South Africa, or any state, province, territory or jurisdiction thereof;

(b) may not be offered, sold, or delivered or transferred, directly or indirectly, in or into the above jurisdictions or any jurisdiction (subject to certain exceptions) in which it would be unlawful to do so and no action has been or will be taken by any of the Company, the Nominated Adviser, the Joint Brokers or any person acting on behalf of the Company or , the Nominated Adviser or the Joint Brokers that would, or is intended to, permit a public offer of the Placing Shares in the United States, Australia, Canada, Japan, the Republic of South Africa or any country or jurisdiction, or any state, province, territory or jurisdiction thereof, where any such action for that purpose is required;

14 confirms that it is not and at the time the Placing Shares are subscribed for, neither it nor the beneficial owner of the Placing Shares will be, a resident of, nor have an address in, Australia, Japan, the Republic of South Africa or any province or territory of Canada;

15 confirms that it, and any prospective beneficial owner for whose account or benefit it is purchasing the Placing Shares: (i) is not a US Person (as defined in Regulation S) and is, and at the time the Placing Shares are subscribed for will be, located outside the United States and is acquiring the Placing Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S; (ii) is aware of the restrictions on the offer and sale of the Placing Shares pursuant to Regulation S, including that Rule 904 of Regulation S regarding "Offshore Resales" is not applicable to "affiliates" (as defined in Rule 405 under the Securities Act) of the Company; and (iii) has not been offered to purchase or subscribe for Placing Shares by means of any "directed selling efforts" as defined in Regulation S;

16 confirms that it understands that the Placing Shares have not been, and will not be, registered under the US Securities Act and may not be offered, sold or resold in or into or from the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S) except pursuant to an effective registration under the US Securities Act, or pursuant to an exemption from the registration requirements of the US Securities Act and in accordance with applicable state securities laws;

17 confirms that it will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentational or other materials concerning the Placing in or into or from the United States, Australia, Canada, Japan, the Republic of South Africa (including electronic copies thereof) to any person, and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any such person;

18 acknowledges that in making any decision to acquire Placing Shares it:

(a) has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing for or purchasing the Placing Shares;

(b) will not look to the Nominated Adviser or the Joint Brokers for all or part of any loss it may suffer as a result of any such subscription or purchase;

(c) is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of an investment in the Placing Shares;

(d) is able to sustain a complete loss of an investment in the Placing Shares; and

(e) has no need for liquidity with respect to its investment in the Placing Shares;

19 if it indicates to the Joint Brokers that it wishes to subscribe for VCT Placing Shares, confirms that:

(a) it is a VCT, subscribing for such VCT Shares pursuant to the Placing using VCT funds; and

(b) confirms that the date on which it raised funds was on or after 6 April 2012;

20 if it indicates to the Joint Brokers that it wishes to subscribe for EIS Placing Shares, confirms that the beneficial owner of such shares will be a "qualifying investor" within the meaning of section 162 Income Tax Act 2007;

21 represents and warrants that the issue to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depositary receipts and clearance services) and that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer Placing Shares into a clearance service;

22 represents and warrants that it has complied with its obligations under the Criminal Justice Act 1993, MAR and in connection with money laundering and terrorist financing under the Money Laundering Regulations and the Money Laundering Sourcebook of the FCA and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Money Laundering Regulations;

23 acknowledges that in order to ensure compliance with the Money Laundering Regulations, the Joint Brokers (for themselves severally and as agent on behalf of the Company), or the Company's registrars may, in their absolute discretion, require verification of its identity, location or legal status. Pending the provision to the Joint Brokers or the Company's registrars, as applicable, of evidence of identity, location or legal status, definitive certificates in respect of the Placing Shares may be retained at the Joint Brokers' absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed in either of the Joint Broker's or the Company's registrars', as the case may be, absolute discretion. If within a reasonable time after a request for verification of identity, location or legal status, the Joint Brokers (for themselves severally and as agent on behalf of the Company), or the Company's registrars have not received evidence satisfactory to them, either Joint Broker and/or the Company may, at its absolute discretion, terminate its commitment in respect of the Placing, in which event the monies payable on the conditional allocation of Placing Shares allotment will, if already paid, be returned without interest to the account of the drawee's bank from which they were originally debited;

24 represents and warrants that it is acting as principal only in respect of the Placing or, if it is acting for any other person: (i) it is duly authorised to do so and has full power to make the acknowledgements, warranties, representations, confirmations, undertakings, and agreements herein on behalf of each such person; and (ii) it is and will remain liable to the Company and/or Joint Brokers for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person);

25 if it is a financial intermediary, as that term is used in Article 2(d) of the EU Prospectus Regulation or the UK Prospectus Regulation, as applicable, that it understands the resale and transfer restrictions set out in this Appendix and that any Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA to EEA Qualified Investors or in the United Kingdom to Relevant Persons, or in circumstances in which

the prior consent of the Joint Brokers has been given to each such proposed offer or resale.

26 that it has not offered or sold and, prior to the expiry of a period of six months from the relevant issue, will not offer or sell any Placing Shares to persons in the EEA, except to Qualified Investors or otherwise in circumstances which have not resulted and which will not result in an offer to the public in any member state in the EEA within the meaning of Article 2(d) of the EU Prospectus Regulation;

27 that it has not offered or sold and, prior to the expiry of a period of six months from the relevant issue, will not offer or sell any Placing Shares to persons in the United Kingdom, except to Relevant Persons or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of Article 2(d) of the UK Prospectus Regulation;

28 that any offer of Placing Shares may only be directed at persons in member states of the EEA who are Qualified Investors and represents, warrants and undertakes that it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA prior to Admission except to Qualified Investors or otherwise in circumstances which have not resulted and which will not result in an offer to the public in any member state of the EEA within the meaning of the EU Prospectus Regulation;

29 that any offer of Placing Shares may only be directed at persons in the United Kingdom who are Relevant Persons and represents, warrants and undertakes that it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom prior to the issue of the relevant Placing Shares except to Relevant Persons or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of the UK Prospectus Regulation;

30 represents, warrants and undertakes that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;

31 represents, warrants and undertakes that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving the United Kingdom;

32 represents and warrants, if in a member state of the EEA, unless otherwise specifically agreed with the Nominated Adviser and the Joint Brokers in writing, that it is a EEA Qualified Investor;

33 represents and warrants, if in the United Kingdom, that it is a person (i) having professional experience in matters relating to investments who falls within the definition of "investment professionals" in Article 19(5) of the Order or (ii) who falls within Article 49(2)(a) to (d) ("High Net Worth Companies, Unincorporated Associations, etc") of the Order, or (iii) to whom this Announcement may otherwise lawfully be communicated;

34 acknowledges and agrees that no action has been or will be taken by the Company, the Nominated Adviser, the Joint Brokers or any person acting on behalf of the Company, the Nominated Adviser or the Joint Brokers that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;

35 represents and warrants that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions and that it has fully observed such laws and obtained all such governmental and other guarantees, permits, authorisations, approvals and consents which may be required thereunder and complied with all necessary formalities to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) and will honour such obligations and that it has not taken any action or omitted to take any action which will or may result in the Nominated Adviser, the Joint Brokers, the Company or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;

36 undertakes that it (and any person acting on its behalf) will make payment in respect of the Placing Shares allocated to it in accordance with this Appendix on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other acquirers or sold as the Joint Brokers may each in their sole discretion determine and without liability to such Placee, who will remain liable for any amount by which the net proceeds of such sale fall short of the product of the relevant Placing Price and the number of Placing Shares allocated to it and may be required to bear any stamp duty, stamp duty reserve tax or other similar taxes (together with any interest or penalties) which may arise upon such placing or sale of such Placee's Placing Shares;

37 acknowledges that none of the Nominated Adviser, the Joint Brokers, nor any of their respective affiliates, agents, directors, officers or employees is making any recommendations to it or advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that its participation in the Placing is on the basis that it is not and will not be a client of eitherthe Nominated Adviser or the Joint Brokersin connection with its participation in the Placing and that neitherthe Nominated Adviser nor the Joint Brokershave any duty nor responsibility to it for providing the protections afforded to its clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

38 undertakes that the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. None of the Nominated Adviser, the Joint Brokers nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar taxes resulting from a failure to observe this requirement ("**Indemnified Taxes**"). Each Placee and any person acting on behalf of such Placee agrees to indemnify the Company, the Nominated Adviser and the Joint Brokers, on an after-tax basis in respect of any Indemnified Taxes;

39 agrees to indemnify on an after tax basis and hold the Company, the Nominated Adviser, the Joint Brokers and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of its representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;

40 except as set out in paragraph 41 below, represents and warrants that it has neither received nor relied on any 'inside information' (for the purposes of MAR and section 56 of the Criminal Justice Act 1993) concerning the Company prior to or in connection with accepting the invitation to participate in the Placing and is not purchasing Placing Shares on the basis of material non-public information;

41 if it has received any 'inside information' (for the purposes of MAR and section 56 of the Criminal Justice Act 1993) in relation to the Company and its securities, confirms that it has received such information within the market soundings regime provided for in article 11 of MAR and associated delegated regulations and it has not: (i) dealt (or attempted to deal) in the securities of the Company; (ii) encouraged, recommended or induced another person to deal in the securities of the Company; or (iii) unlawfully disclosed inside information to any person, prior to the information being made publicly available;

42 if it is a pension fund or investment company, confirms that its purchase of Placing Shares is in full compliance with applicable laws and regulations;

43 agrees that the Company, the Nominated Adviser, the Joint Brokers and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements, agreements, and undertakings which are given to the Nominated Adviser and the Joint Brokers for themselves and on behalf of the Company and are irrevocable and it irrevocably authorises the Company, the Nominated Adviser and the Joint Brokers to produce this Announcement, pursuant to, in connection with, or as may be required by, any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;

44 acknowledges that none of the Company, the Nominated Adviser or the Joint Brokers owes any fiduciary or other duties to any Placee in respect of any acknowledgments, confirmations, undertakings, representations, warranties or indemnities in the Placing Agreement;

45 acknowledges and agrees that its commitment to take up Placing Shares on the terms set out in this Announcement (including this Appendix) will continue notwithstanding any amendment that may or in the future be made to the terms and conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company, the Nominated Adviser's or the Joint Brokers' conduct of the Placing;

46 acknowledges that its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares which it will be entitled, and required, to subscribe for, and that the Nominated Adviser, the Joint Brokers or the Company may call upon it to subscribe for a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;

47 acknowledges that time is of essence as regards its obligations under this Appendix;

48 acknowledges that information provided by it to the Company and the Registrar will be stored on the Company's and/or the Registrars' computer system(s), and acknowledges and agrees that for the purposes of the General Data Protection Regulation (EU) 2016/679 and other relevant data protection legislation which may be applicable (the "**Data Protection Law**"), the Company and the Registrars are required to specify the purposes for which they will hold personal data; and that it has obtained the consent of any data subjects to the Registrars and the Company and their respective associates holding and using their personal data for the Purposes (as defined below). For the purposes of this Announcement, "data subject", "personal data" and "sensitive personal data" shall have the meanings attributed to them in the Data Protection Law. The Company and the Registrars will only use such information for the purposes set out below (collectively, the "Purposes"), being to:

(a) process its personal data (including sensitive personal data) as required by or in connection with its holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on it;

(b) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares;

(c) provide personal data to such third parties as the Company or the Registrars may consider necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares or as the Data Protection Law may require, including to third parties outside the United Kingdom or the EEA;

(d) without limitation, provide such personal data to the Company or the Nominated Adviser or the Joint Brokers for processing, notwithstanding that any such party may be outside the United Kingdom or the EEA States; and

(e) process its personal data for the Company's or Registrars' internal administration; and

49 acknowledges that these terms and conditions and any agreements entered into by it pursuant to the terms and conditions set out in this Appendix, and all non-contractual or other obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract (including any dispute regarding the existence, validity or termination of such contract or relating to any non-contractual or other obligation arising out of or in connection with such contract), except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by any of the Company, the Nominated Adviser or the Joint Brokers in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange.

The foregoing representations, warranties, agreements, undertakings, acknowledgements and confirmations are given for the benefit of the Company as well as the Nominated Adviser and the Joint Brokers, and are irrevocable. Each Placee, and any person acting on behalf of the Placee, acknowledges that none of the Company, the Nominated Adviser or the Joint Brokers, owes any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings, acknowledgements, agreements or indemnities in the Placing Agreement.

The agreement to allot and issue Placing Shares to Placees (and/or to persons for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct from the Company for the Placing Shares in question. Such agreement also assumes that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax or other similar taxes may be payable, for which none of the Company, the Nominated Adviser or the Joint Brokers will be responsible and the Placees shall indemnify the Company, the Nominated Adviser and the Joint Brokers on an after-tax basis for any stamp duty or stamp duty reserve tax paid by them in respect of any such arrangements or dealings. If this is the case, each Placee should seek its own advice and notify the relevant Joint Broker accordingly. Placees are advised to consult with their own advisers regarding the tax aspects of the subscription for Placing Shares.

The Company, the Nominated Adviser and the Joint Brokers are not liable to bear any transfer taxes that arise on a sale of Placing Shares subsequent to their acquisition by Placees or for transfer taxes arising otherwise than under the laws of the United Kingdom. Each Placee should, therefore, take its own advice as to whether any such transfer tax liability arises and notify the relevant Joint Broker accordingly. Furthermore, each Placee agrees to indemnify on an after-tax basis and hold each of the Nominated Adviser, the Joint Brokers and the Company and their respective affiliates harmless from any and all interest, fines or penalties in relation to stamp duty, stamp duty reserve tax and all other similar duties or taxes to the extent that such interest, fines or penalties arise from the default or delay of that Placee or its agent.

In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that the Joint Brokers and any of their respective affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.

When a Placee or person acting on behalf of the Placee is dealing with either Joint Broker, any money held in an account with the relevant Joint Broker on behalf of a Placee and/or any person acting on behalf of a Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the relevant Joint Broker's money in accordance with the client money rules and will be used by the relevant Joint Broker in the course of its own business and the Placee will rank only as a general creditor of the relevant Joint Broker.

All times and dates in this Announcement are references to London time and may be subject to amendment. The relevant Joint Broker shall notify the Placees and any person acting on behalf of the Placees of any changes.

No statement in this Announcement is intended to be a profit forecast or estimate, and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this Announcement.

APPENDIX IV

DEFINITIONS

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

"**2006 Act**"	the Companies Act 2006.
"Acquisition"	separately, the conditional acquisition of the issued share capital of C&D or SWHS, as the context requires
"Acquisitions"	together, the conditional acquisitions of C&D and SWHS
"Additional Consideration Shares"	the Ordinary Shares to be issued to the Sellers in respect of the additional consideration provisions contained in the SPAs
"**Admission**"	as the context requires, First Admission and/or Second Admission

"**Admission Document**"	the admission document which is expected to be published by the Company later today
"**AIM**"	AIM, a market operated by the London Stock Exchange
"**AIM Rules for Companies**"	the AIM Rules for Companies published by the London Stock Exchange from time to time
"**AIM Rules for Nominated Advisers**"	the AIM Rules for Nominated Advisers published by the London Stock Exchange from time to time
"Applications"	the First Admission Application and Second Admission Application
"**Articles**"	the articles of association of the Company as adopted by a special resolution of the Company on 13 February 2018
"Bob Holt Concert Party"	together, Bob Holt, Elizabeth Lake, John Charlton, Ian Currie, James Holt, Rachael Burnett, Robert Holt and William Holt for the purposes of the City Code
"Bob Holt Loan Conversion"	the conversion of half of Bob Holt's loan to C&D into 3,000,000 new Ordinary Shares on Second Admission at the Placing Price
"Bob Holt Loan Conversion Shares"	the 3,000,000 new Ordinary Shares to be allotted to Bob Holt, conditional upon Admission, pursuant to the Bob Holt Loan Conversion
"**City Code**"	the City Code on Takeovers and Mergers published by the Panel from time to time
"**Company**" **or "EARNZ"**	EARNZ plc, a company incorporated under the laws of England and Wales with company number 10114644
"Concert Parties"	together the Existing Bob Holt Concert Party and the SWHS Concert Party for the purposes of the City Code
"Completion"	completion of the Acquisitions
"Consideration Shares"	together, the Initial Consideration Shares and the Additional Consideration Shares
"C&D"	Cosgrove & Drew LTD, a company incorporated under the laws of England and Wales with company number 09436019
"C&D Concert Party"	together, Bob Holt, Zac Cosgrove and Luke Drew for the purposes of the City Code
"C&D Lock-in Deed"	the lock-in agreement entered into between the Company, Shore Capital, Zeus and the C&D Locked-in Persons
"C&D Locked-in Persons"	the C&D Sellers who are signatories of the C&D Lock-in Deed
"C&D Sellers"	the shareholders of C&D
"C&D SPA"	the agreement dated 8 August 2024 between (1) the C&D Sellers, (2) the Company and (3) EHL in respect of the conditional acquisition of the issued share capital of C&D which contains details of the consideration payable to, and the warranties and indemnities to be given by, the C&D Sellers

"C&D Warrantors"	the C&D Sellers who have provided warranties as part of the C&D SPA
"**CREST**"	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations) in accordance with which securities may be held and transferred in uncertificated form
"**CREST Regulations**"	the Uncertificated Securities Regulations 2001 (SI 2001/3755)
"**Directors**" or "**Board**"	the directors of the Company
"**DTRs**"	the Disclosure Guidance and Transparency Rules sourcebook published by the FCA from time to time
"EHL"	EARNZ Holdings Limited, a company registered in England and Wales with company number 1574113 and whose registered office is at Holborn Gate, 330 High Holborn, London WC1V 7QT
"EIS"	Enterprise Investment Scheme
"EIS and VCT Placing"	the conditional placing of the EIS and VCT Placing Shares by the Joint Brokers pursuant to the Placing Agreement
"EIS and VCT Placing Shares"	the Ordinary Shares to be issued and allotted at the Placing Price pursuant to the Placing to those Placees comprising certain VCTs and other investors seeking to qualify for VCT Relief or EIS Relief
"EIS Legislation"	Part 5 of the Income Tax Act 2007 and any provisions of UK or European law referred to therein
"EIS Placing Shares"	the shares intended to qualify for EIS Relief
"EIS Relief"	relief from UK tax under the EIS Legislation
"Enlarged Group"	the Company as enlarged by the Acquisitions immediately following Second Admission
"**Enlarged Share Capital**"	the issued share capital of the Company immediately following Second Admission
"**Euroclear**"	Euroclear UK & International Limited, a company incorporated under the laws of England and Wales
"Exchange Information"	the business and financial information the Company is required to publish in accordance with MAR, the AIM Rules and other applicable laws and regulations
"Executive Directors"	Bob Holt, Elizabeth Lake and John Charlton
"Existing Bob Holt Concert Party"	together the Bob Holt Concert Party and the C&D Concert Party for the purposes of the City Code
"Existing Ordinary Share Capital"	the Ordinary Shares in issue as at the date of this Announcement
"**Existing Ordinary Shares**"	the 62,879,828 Ordinary Shares in issue at the date of this Announcement
"**FCA**"	the Financial Conduct Authority of the UK

"First Admission"	admission of the EIS and VCT Placing Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules for Companies
"First Admission Application"	the application to be made by the Company through the Nominated Adviser to the London Stock Exchange for the First Admission
"**First Admission Date**"	28 August 2024
"**FSMA**"	the Financial Services and Markets Act 2000, as amended
"Form of Proxy"	the form of proxy which will accompany the Admission Document for use at the General Meeting
"General Meeting"	the general meeting of the Company to be held at the offices of Shore Capital, Cassini House, 57 St James's Street, London SW1A 1LD at 10.00 a.m. on 27 August 2024
"Group"	the Company and its subsidiary undertakings for the time being
"**HMRC**"	His Majesty's Revenue and Customs (which shall include its predecessors, the Inland Revenue and HM Customs and Excise)
"**IFRS**"	International Financial Reporting Standards issued by the International Accounting Standards Board as adopted in the United Kingdom
"Independent Directors"	Linda Main and Sandra Skeete
"Independent Shareholders"	the Shareholders other than the members of the Bob Holt Concert Party
"Initial Consideration Shares"	the Ordinary Shares to be issued to the Sellers pursuant to the terms of, and subject to the conditions in, the SPAs
"ISIN"	International Securities Identification Number
"Joint Broker Agreement"	the joint broker agreement dated on or around 1 March 2024 and made between: (1) the Company and (2) WH Ireland Limited (and subsequently assigned by WH Ireland Limited to Zeus on 15 July 2024
"Joint Brokers"	together, SCS and Zeus
"Lock-in Agreements"	the lock-in and orderly market agreements entered into between (1) the Company, (2) Shore Capital (3) Zeus and the Locked-in Shareholders or the Executive Directors (as appropriate)
"Locked-in Shareholders"	together, the Executive Directors, the C&D Sellers and the SWHS Seller
"**London Stock Exchange**"	London Stock Exchange plc
"**Long Stop Date**"	5 September 2024
"**MAR**"	the UK version of Regulation (EU) No. 596/2014 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018

"**Money Laundering Regulations**"	the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017
"New Articles"	the Articles as proposed to be amended by Resolution 5
"New Options"	the awards to be granted to the Executive Directors under the terms of the long term incentive plan set out in paragraph 20 of this Announcement together with any other options that have not yet been granted but may be granted by the Board under the option schemes referred to in paragraph 20 of this Announcement
"New Ordinary Shares"	the Initial Consideration Shares, the Bob Holt Conversion Shares, and the Placing Shares
"Nominated Adviser and Broker Agreement"	the nominated adviser and broker agreement dated 8 August 2024 and made between (1) the Company (2) Shore Capital and Corporate and (3) Shore Capital Stockbrokers
"Non-EIS and VCT Placing"	the conditional placing of the Non-EIS and VCT Placing Shares by the Joint Brokers pursuant to the Placing Agreement
"Non-EIS and VCT Placing Shares"	the 8 Ordinary Shares to be issued and allotted at the Placing Price pursuant to the Placing other than the EIS and VCT Placing Shares
"Non-Executive Directors"	Linda Main and Sandra Skeete
"**Official List**"	the Official List of the FCA
"**Ordinary Shares**"	ordinary shares of 4p each in the capital of the Company
"**Panel**"	the Panel on Takeovers and Mergers
"**Placees**"	the subscribers for Placing Shares pursuant to the Placing
"**Placing**"	together the EIS and VCT Placing and the Non-EIS and VCT Placing
"**Placing Agreement**"	the agreement dated 8 August 2024 between (1) the Company (2) the Directors (3) SCC (4) SCS and (5) Zeus relating to the Placing
"**Placing Price**"	7.5p per Placing Share
"**Placing Shares**"	the Ordinary Shares to be allotted and issued pursuant to the Placing
"**Prohibited Territories**"	USA, Australia, Canada, Japan, the Republic of South Africa and their respective territories and possessions
"**Proposals**"	together, the Acquisitions, the Bob Holt Loan Conversion and the Placing
"**Prospectus Regulation**"	the UK version of the Prospectus Regulation (EU) No. 2017/1129 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018
"**Prospectus Regulation Rules**"	the rules made pursuant to section 73A of the FSMA

"QCA"	the Quoted Companies Alliance
"QCA Code"	the QCA Corporate Governance Code published from time to time
"Re-Admission"	the re-admission of the Existing Ordinary Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules for Companies
"Registrars"	Neville Registrars Limited of Neville House, Steelpark Road, Halesowen B62 8HD
"Resolutions"	the resolutions (each being a "**Resolution**") to be proposed and voted upon at the General Meeting and which are contained in the General Meeting notice
"RIS"	Regulatory Information Service
"Rule 9"	Rule 9 of the City Code
"Rule 9 waiver"	the waiver of any requirement under Rule 9 of the City Code for the Existing Bob Holt Concert Party to make a general offer to the Shareholders as a result of any market purchase of Ordinary Shares by the Company
"Second Admission"	admission of the Non-EIS and VCT Placing Shares, the Bob Holt Conversion Shares and the Initial Consideration Shares, and the re-admission of the Existing Ordinary Shares, to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules for Companies
"Second Admission Application"	the application to be made by the Company through the Nominated Adviser to the London Stock Exchange for the Second Admission
"Second Admission Date"	29 August 2024
"Sellers"	together, the C&D Sellers and the SWHS Seller
"**Share Option Schemes**"	the existing employment management incentive scheme operated by the Company, together with the LTIP, the EMI Scheme and the SAYE Scheme as defined
"**Shareholders**"	holders of Ordinary Shares from time to time
"Shore Capital"	Shore Capital and Corporate and/or Shore Capital Stockbrokers, as the context requires
"Shore Capital and Corporate", "SCC"or **"Nominated Adviser"**	Shore Capital and Corporate Limited (a private limited company incorporated and registered in England and Wales with company number 02083043), the Company's nominated adviser for the purposes of the AIM Rules for Companies
"Shore Capital Stockbrokers"or **"SCS"**	Shore Capital Stockbrokers Limited (a private limited company incorporated and registered in England and Wales with company number 01850105), the Company's joint broker for the purposes of the AIM Rules for Companies
"Supplementary Admission Document"	any supplementary Admission Document prepared in relation to the Company as further described in the Placing Agreement

"SWHS"	South West Heating Services Limited, a company incorporated under the laws of England and Wales with company number 12074906
"SWHS Lock-in Deed"	the lock-in agreement entered into between the Company, Shore Capital and Zeus and the SWHS Locked-in Person
"SWHS Locked-in Person"	the SWHS Seller who is a signatory of the SWHS Lock-in Deed
"SWHS Seller"or **"SWHS Concert Party"**	the sole shareholder of SWHS, being Andrew Custer
"SWHS SPA"	the agreement dated 8 August 2024 between (1) the SWHS Seller and (2) EHL in respect of the acquisition of the issued share capital of C&D which contains details of the consideration payable to, and the warranties and indemnities to be given by, the SWHS Seller
"SWHS Warrantor"	Andrew Custer who has provided warranties as part of the SWHS SPA
"SPAs"	together the C&D SPA and the SWHS SPA
"**Subsidiary undertakings**"	as defined in section 1162 of the 2006 Act
"**Targets**"	together C&D and SWHS (each separately being a "**Target**")
"Transaction"	the Acquisitions, the Placing, the Admission Document (including any Supplementary Admission Document), the General Meeting, the Applications, the allotment and issue of the Initial Consideration Shares, the Bob Holt Loan Conversion Shares and the Placing Shares and Admission
"**UK**" or "**United Kingdom**"	the United Kingdom of Great Britain and Northern Ireland
"**uncertificated**" or "**in uncertificated form**"	Ordinary Shares recorded on the Company's share 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
"**US**" or "**USA**" or "**United States**"	the United States of America, its territories and possessions, any state or political sub-division of the United States of America, the District of Columbia and all other areas subject to the jurisdiction of the United States of America
"**US**" or "**USD**"	United States Dollars, the lawful currency of the United States
"**US Securities Act**"	the US Securities Act of 1933
"**VAT**"	value added tax
"VCT"	venture capital trust
"VCT Legislation"	Part 6 of the Income Tax Act 2007 and any provisions of UK or European law referred to therein
"VCT Placing Shares"	the shares intended to qualify for VCT purposes
"VCT Relief"	relief from UK tax under the VCT Legislation

"Whitewash Resolution"	Resolution 2 set out in the notice of General Meeting
"Zeus"	Zeus Capital Limited
"**£**" and "**p**"	respectively pounds and pence sterling, the lawful currency of the UK

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