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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF THE MARKET ABUSE REGULATION (EU) 596/2014 AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 ("MAR"), AND IS DISCLOSED IN ACCORDANCE WITH THE COMPANY'S OBLIGATIONS UNDER ARTICLE 17 OF MAR.

PLEASE SEE THE IMPORTANT NOTICES AT THE END OF THIS ANNOUNCEMENT.

6 July 2023

Lok'nStore Group plc

("Lok'nStore" or the "Group" or the "Company")

**Proposed Placing to raise approximately £18 million for the Company and REX Retail Offer**

Lok'nStore Group plc (AIM:LOK), a leading company in the UK self-storage market, today announces its intention to conduct a fundraising to raise gross proceeds of approximately £18 million through a placing of new ordinary shares of 1 pence each in the capital of the Company ("**Ordinary Shares**"), at a placing price of 765 pence per new Ordinary Share (the "**Placing Price**"), with new and existing institutional investors (the "**Placing**") and an offer open to existing retail shareholders of the Company using the REX offering platform (the "**REX Retail Offer**") (the Placing and the REX Retail Offer together being the "**Fundraising**"). The Fundraising will be conducted by way of an accelerated bookbuild (the "**Bookbuild**"). For the avoidance of doubt, the REX Retail Offer is not part of the Placing and any ordinary Shares issued pursuant to the REX Retail Offer are not Placing Shares (as defined below).

#### Highlights

- Proposed Fundraising of up to a maximum 3,001,300 Ordinary Shares (the "**Fundraising Shares**").
- As part of the Fundraising, the Company will make the REX Retail Offer on the REX platform, in order to provide existing retail shareholders with the opportunity to participate in the Fundraising to the extent that it is practicable for them to do so. A separate announcement will be made shortly regarding the REX Retail Offer and its associated terms.
- The Placing Price represents a discount of approximately 12.1% to the closing mid-market price of an Ordinary Share of 870 pence on 5 July 2023 (being the latest practicable date).
- The net proceeds of the Fundraising will be used to support the development of the Company's accretive Landmark store programme in the UK's structurally undersupplied self-storage market, to include new freehold and leasehold self-storage sites whilst maintaining the Group's disciplined use of capital. The company's existing owned store pipeline will, when fully operational, add 37.7% to available space embedding future growth.
- Continued favourable market backdrop for UK self-storage driving occupancy, pricing and financial performance. Current store asset valuations underpinned by market transactions.

- Further development of the Group’s portfolio, with store openings and pipeline additions underpinning ANAV<sup>1</sup> accretion.
- Strong H1 ‘23 trading performance with same-store Group revenue up 11.2% for the half compared to the same period last year. Momentum continuing post period-end with stores revenue expected to be up c.10.5% year on year in H2 ‘23. The excellent growth in occupied space and achieved rate per square foot over the past 2 years provide the Group with significant embedded pricing and margin opportunities in the coming years and underpin the Board’s confidence for the future.
- Lok’nStore’s strong and resilient business model is well placed in the current market environment:
  - Proven ability to source high-quality sites for new Landmark stores
  - Excellent customer service
  - A track record of consistent growth
  - Conservative debt structure, favourable loan to value ratio.
- The Placing is to be conducted by way of an accelerated bookbuild process which will commence immediately following this Announcement and will be subject to the terms and conditions set out in the Appendix to this Announcement.

**Andrew Jacobs, Chair of Lok’nStore Group said:**

“This funding will support the growth of the company in the structurally under-supplied UK self-storage market. Our pipeline will, when fully operational, add 37.7% to available space, which, as those new stores fill up, will generate more cash flow for future growth investment and increased distributions to shareholders.”

**This Announcement should be read in its entirety. In particular, your attention is drawn to the detailed terms and conditions of the Placing and further information relating to the Placing and any participation in the Placing that is described in the Appendix to this Announcement (which forms part of this Announcement).**

**The Placing**

Lok’nStore has entered into a placing agreement with finnCap Ltd (“**finnCap**”) and Peel Hunt LLP (“**Peel Hunt**”) to act as joint bookrunners (the “**Joint Bookrunners**”), and finnCap is acting as nominated adviser, in connection with the Placing. The Placing will be effected pursuant to existing authorities of the Company, granted at the Company’s annual general meeting on 8 December 2022 permitting it to issue new Ordinary Shares on a non-pre-emptive basis.

The Placing is being made available to institutional investors and is not being made available to the public. The Company also considers it important that existing retail shareholders have an opportunity (where it is practicable for them to do so) to participate in, to the extent possible, the equity fundraising on equivalent terms and conditions to the Placing. Accordingly, the Company is offering existing retail shareholders the opportunity to participate through the REX Retail Offer.

The Placing is subject to the satisfaction of certain conditions set out in this Announcement and the appendices hereto and is being conducted by way of the Bookbuild which will be launched with immediate effect following release of this Announcement. The timing of the closing of the Bookbuild, the number of new Ordinary Shares issued pursuant to the Placing and allocations are at the sole discretion of the Company and the Joint Bookrunners. The Joint Bookrunners reserve the right to close the Bookbuild without further notice. There can be no certainty that the Placing will complete. The Placing is being undertaken on a reasonable endeavours basis and is not being underwritten.

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<sup>1</sup> **Group Adjusted Net Asset Value per share (“AVAV”)** is the net assets adjusted for the valuation of leasehold stores and deferred tax divided by the number of shares (excluding shares held in the Group’s employee benefits trust or in treasury) at the year-end.

A further announcement will be made following the close of the Bookbuild, confirming the result of the Fundraising.

The ticker for the Company's ordinary shares is LOK. The Company's LEI is 213800MXVAMG3CA42A19.

**Enquiries:**

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Neil Newman, Managing Director

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This Announcement is 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 investment and who are: (a) if in a member state of the European Economic Area, "qualified investors" as defined in Article 2(e) of Regulation (EU) 2017/1129 (the "**EU Prospectus Regulation**") ("**EU Qualified Investors**"); (b) if in the United Kingdom, "qualified investors" as defined in Article 2(e) of the EU Prospectus Regulation which forms part of retained EU law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**") and who (i) fall within article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"), or (ii) fall within article 49(2)(a) to (d) of the Order and are "qualified investors" as defined in section 86 of the Financial Services and Markets Act 2000 (as amended) (the "**FSMA**"); (c) persons in Canada that are (i) "accredited investors" within the meaning of section 1.1 of National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**") or subsection 73.3(1) of the *Securities Act* (Ontario), as applicable, and that are either purchasing the Ordinary Shares as principal for their own account, or are deemed to be purchasing the Ordinary Shares as principal for their own account in accordance with applicable Canadian securities laws, for investment only and not with a view to resale or redistribution; (ii) not created or used solely to purchase or hold the Ordinary Shares as an accredited investor under NI 45-106; and (iii) "permitted clients" within the meaning of National Instrument 31-103 – *Registration Requirements, Exemptions And Ongoing Registrant Obligations* and (d) otherwise, to persons to whom it may otherwise be lawful to communicate it (all such persons together being referenced to as "**relevant persons**"). Any investment in connection with the Placing will only be available to, and will only be engaged with, relevant persons. Any person who is not a relevant person should not act or rely on this Announcement or any of its contents.

This Announcement is not being distributed by, nor has it been approved for the purposes of section 21 of FSMA by, a person authorised under FSMA. This Announcement is being distributed and communicated to persons in the UK only in circumstances in which section 21(1) of FSMA does not apply.

finnCap, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as nominated adviser, joint broker and joint bookrunner to the Company in connection with the Placing and no one else and will not be responsible to anyone other than the Company for providing the protections afforded to clients of finnCap nor for providing advice in relation to the Placing and/or any other matter referred to in this Announcement. Apart from the responsibilities and liabilities, if any, which may be imposed on finnCap by FSMA or by the regulatory regime established under it, and except in the event of their committing fraud, neither finnCap nor any of its respective affiliates accepts any responsibility whatsoever for the accuracy, completeness or sufficiency of the information contained in this Announcement or for any other statement made or purported to be made by or on behalf of finnCap or any of its respective affiliates in connection with the Company, the Ordinary Shares or the Placing. finnCap and each of its respective affiliates accordingly disclaim all and any liability, whether arising in tort, contract or otherwise (save as referred to above) in respect of any statements or other information contained in this Announcement.

Peel Hunt LLP, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as joint broker and joint bookrunner to the Company in connection with the Placing and no one else and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Peel Hunt nor for providing advice in relation to the Placing and/or any other matter referred to in this Announcement.

The distribution of this Announcement and the offering of the Ordinary Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company, finnCap or Peel Hunt that would permit an offering of such shares or possession or distribution of this Announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company, finnCap and Peel Hunt to inform themselves about, and to observe, such restrictions.

This Announcement contains (or may contain) certain forward-looking statements with respect to certain of the Company's current expectations and projections about future events. These statements, which sometimes use words such as "aim", "anticipate", "believe", "intend", "plan" "estimate", "expect" and words of similar meaning, reflect the directors' beliefs and expectations and involve a number of risks, uncertainties and assumptions that could cause actual results and performance to differ materially from any expected future results or performance expressed or implied by the forward-looking statement. Statements contained in this Announcement regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. The information contained in this Announcement is subject to change without notice and, except as required by applicable law or regulation, neither the Company nor finnCap nor Peel Hunt, nor their respective affiliates assume any responsibility or obligation to update publicly or review any of the forward-looking statements contained herein. You should not place undue reliance on forward-looking statements, which speak only as of the date of this Announcement.

No statement in this Announcement is or is intended to be a profit forecast or profit estimate or to imply that the earnings of the Company for the current or future financial years will necessarily match or exceed the historical or published earnings of the Company. The price of shares and the income from them may go down as well as up and investors may not get back the full amount invested on disposal of the shares.

The new Ordinary Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than the AIM market of the London Stock Exchange.

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.

This Announcement does not constitute a recommendation concerning any investor's options with respect to the Placing. Any investment decision to buy Ordinary Shares in the Placing must be made solely on the basis of publicly available information. Each investor or prospective investor should conduct his, her or its own investigation, analysis and evaluation of the business and data described in this Announcement. The price and value of securities can go down as well as up. Past performance is not a guide to future performance. The contents of this Announcement are not to be construed as legal, business, financial or tax advice. Each investor or prospective investor should consult his, her or its own legal adviser, business adviser, financial adviser or tax adviser for legal, financial, business or tax advice.

### **Information to Distributors**

Solely for the purposes of the product governance requirements contained within: (a) the UK's implementation of EU Directive 2014/65/EU on markets in financial instruments, as amended ("**UKMiFID II**"); and (b) the UK's implementation of Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing UK MiFID II, and in particular Chapter 3 of the Product Intervention and Product Governance Sourcebook of the FCA (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 such Placing Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in UK MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by UK MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, distributors (such term to have the same meaning as in the MiFID II Product Governance Requirements) 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 Target Market Assessment, finnCap and Peel Hunt will only procure investors (pursuant to the Placing) 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 UK 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. Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligations to forward a copy of this Announcement should seek appropriate advice before taking any action.

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

## INTRODUCTION

The Company today announces a proposed issue of new Ordinary Shares, to raise gross proceeds receivable by the Company of approximately £18 million. The Board intends to use the net proceeds of the Fundraising to support the development of the Company's accretive Landmark store programme, to include new freehold and leasehold stores in the UK whilst maintaining the Group's disciplined use of capital. The Fundraising Shares are being issued under the Company's existing approved shareholder authorities and it is expected that they will be admitted to trading on AIM on or around 12 July 2023.

The Placing is subject to the satisfaction of certain conditions set out in this announcement and the appendices hereto ("**Appendices**") (together, this "**Announcement**") and is being conducted by way of an accelerated bookbuild, which will be launched immediately following the publication of this Announcement. Each of finnCap and Peel Hunt are acting as joint bookrunners, and finnCap is acting as Nominated Adviser, in connection with the Placing. The number of Placing Shares which are to be placed at the Placing Price will be determined at the close of the Bookbuild. The timing of the closing of the Bookbuild and the allocations are at the absolute discretion of finnCap, Peel Hunt and the Company. Details of the number of Placing Shares to be placed will be announced as soon as practicable after the close of the Bookbuild. The Placing is not being underwritten by finnCap or Peel Hunt.

The Placing is conditional, *inter alia*, on the Placing Agreement between the Company, finnCap and Peel Hunt becoming unconditional and not being terminated (in accordance with its terms).

### **Background to and reasons for the Fundraising**

#### ***Continued attractive market dynamics***

The UK self-storage market continues to grow but remains under-developed compared to the US and Australia. In the UK there is an estimated 0.82 sq. ft. of self-storage capacity per person which is significantly below levels in the US and Australia. Against this backdrop of comparative under-supply, demand for self-storage is increasing

With larger self-storage operators such as Lok'nStore now focusing development on purpose-built stores in retail-facing locations offering customers a higher standard of product and service, the main barriers to entry to the market are the difficulty in finding and securing suitable sites and the requirement to gain appropriate planning consents. This has tended to favour larger operators who now own or manage around a third of all facilities in the UK, equating to 44% of the market in terms of space.

#### ***Drivers of Demand for Self-Storage***

Demand for self-storage by both business and household customers is driven by a specific need based on changing circumstances as well as economic activity and business confidence.

For household customers their need is often linked to a life event where they will need space temporarily, for example, to turn a box room into a home office, but increasingly householders are using storage on a semi-permanent basis to free up space at home or store belongings they don't have room for.

Business customers use self-storage for a variety of purposes including storage of goods, excess or seasonal stock, document archiving or storage of equipment and tools. Businesses tend to store for longer than household customers and take larger units, although they also take advantage of self-storage for temporary periods to support seasonal sales or office moves or refurbishments. During the pandemic many of the Group's customers (including the NHS, GP Surgeries and care and home support services) were providing critical services distributing medical and other essential supplies.

Against this attractive market backdrop, the Directors believe that Lok'nStore's strong and resilient business model is well placed. This resilience has been well demonstrated through the Covid-19 pandemic and also more recently in the current economic environment when the Group's strong cash flows and flexible and conservative debt structure has served it well and enabled it to respond positively to market developments. This resilience combined with excellent customer service and a track record of consistent growth, supports the Directors belief

that Lok'nStore is well placed to continue to develop its portfolio of purpose-built Landmark stores, attract new customers and add further growth momentum.

### ***Trading performance driving continued expansion***

Driven by the favourable market dynamics outlined above, the Group's recent operating and trading performance has remained strong, notwithstanding current inflationary pressures. Despite the fall in ANAV in the Group's interim results to 31 January 2023, year on year ANAV has increased 8.6% to £9.15 (2022: £8.43).

Lok'nStore's total secured pipeline of 10 new stores will result in the Group operating 52 stores when fully developed, increasing the owned store trading space by 37.7%. Trading continues to be buoyant with H2 '23 stores' revenue expected to be up c.10.5% year on year.

The Bedford and Peterborough Landmark stores have recently opened in February 2023 and June 2023 respectively, and the Group recently announced the signing of a new 20-year lease at the existing Eastbourne store. All are expected to enhance ANAV at the Group's next year-end at 31 July 2023. At the same time the Board is aware of continued and recent supportive transactional data in the self-storage industry providing additional confidence regarding valuations in the longer term.

The Company continues to develop its portfolio with further accretive developments. Stores at Basildon and Staines are currently under construction, both of which are due to open later in 2023.

In June 2023 the Company received an indicative intention to formally grant planning permission under delegated powers in Barking, Greater London, subject to the agreement of planning conditions. At c.84,000 sq. ft, this freehold Landmark store will be the Group's biggest store to date when it opens.

The Company has also received a grant from the Planning Committee for updated planning permission at its freehold site in Cheshunt, Hertfordshire, subject to the agreement of planning conditions. With this permission the Company intends to build a c.60,000 sq. ft Landmark store along with retail space for a discount food retailer. They will pay a lease premium to Lok'nStore on completion of planning matters and a further payment to Lok'nStore on completion of the building. The net remaining capital expenditure to complete this project is c.£6.5 million.

### ***Use of proceeds will support pipeline development***

The Group runs a continuous programme of evaluating further site opportunities and continues to find high-quality sites for new accretive Landmark stores. All 10 sites in the Group's current secured pipeline are in prominent locations with large catchment areas and little established competition demonstrating the Group's capability in this regard.

The Group has a secured pipeline of 8 Owned Sites and 2 Managed Store sites. On a fully developed basis these new sites would take the Group's total portfolio to 52 stores (Freehold: 24; Leasehold: 10; Managed stores: 18) adding 37.7% trading space to the owned portfolio and 12.3% to the managed portfolio. Beyond this secured pipeline, the Company has a further 3 sites progressing with lawyers.

In light of the strong market conditions and the continued strength of Group's trading performance the Board wishes to continue the development of the Group's new store pipeline, capitalising on a UK self-storage market which is in a state of under-supply and comparative infancy.

The net proceeds of the Fundraising will support the continued development of the Group's secured pipeline of 8 owned sites, as well as providing a pool of capital with which to secure further sites whilst maintaining the Group's conservative approach to debt. Accordingly, the Board is now undertaking the Placing with a view to raising approximately £18 million.

The Directors believe the Fundraising will provide the Group with:

- a high level of operational flexibility, enabling it to continue to deliver on the current pipeline;

- valuable liquidity with which to position Lok'nStore favourably as a strong buyer in future site acquisition negotiations; and
- a further opportunity to broaden the Company's institutional shareholder base and potentially increase liquidity in the trading of the Company's shares.

Pending deployment of Fundraising proceeds in pipeline transactions, proceeds will be used to reduce overall Group debt.

### Current trading and prospects

The Group reported interim results for the half year ended 31 January 2023 on 24 April 2023. These highlighted continued strong trading and cash conversion, underpinning a year-on-year increase in ANAV.

The interim results set out increases in total Same Store<sup>4</sup> occupied space of 2.6% and year on year achieved rate increases of 9.2%. As a result, Same-Store<sup>4</sup> Group revenue was up 11.2% and Same Store<sup>4</sup> Group Adjusted EBITDA<sup>2</sup> was up 8.9% compared to the prior period. Whilst Cash Available for Distribution (CAD)<sup>3</sup> per share, dropped 6.8%, largely due to the sale of four mature stores and their related income and increases in energy, rates and finance costs, H1 '23 saw a 15.0% increase in the half year dividend, following the 15.0% increase in the year to 31 July 2022, which marked a twelfth year of consecutive dividend increases.

Trading continues to be excellent with store revenue expected to be up c.10.5% in the second half of the financial year ending 31 July 2023. The Company continues to deliver on its objective of opening more accretive Landmark stores whilst maintaining the strength of its balance sheet and remaining conservatively geared.

The excellent growth in occupied space and achieved rate per square foot over the past 30 months, demonstrates the resilience of the Group's business model, provides significant embedded pricing and margin opportunities in the coming year, and underpins the Board's confidence for the future.

### Details of the Placing

Pursuant to the placing agreement, dated 6 July 2023 between finnCap, Peel Hunt and the Company (the "**Placing Agreement**"), finnCap and Peel Hunt have conditionally agreed, as agents of the Company, to use their reasonable endeavours to procure subscribers for the new Ordinary Shares subject to the Placing (the "**Placing Shares**"). The Placing is conditional upon, *inter alia*, admission of the Placing Shares to trading on AIM ("**Admission**") becoming effective on or before 8.00 a.m. (London time) on 12 July 2023 or such later date as may be agreed between finnCap and Peel Hunt and the Company, but in any event no later than 8.00 a.m. (London time) on 31 July 2023, and the Placing Agreement not having been terminated prior to Admission. The Placing Shares will rank equally in all respects with the Company's existing Ordinary Shares. The Placing is not being underwritten.

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<sup>2</sup> **Group Adjusted EBITDA** Earnings before interest, tax, depreciation and amortisation, before losses or profits on disposal, share-based payments, acquisition costs or exceptional items.

<sup>3</sup> **Cash Available for Distribution ("CAD")** is calculated as Adjusted EBITDA less total net finance cost, less capitalised maintenance expenses, New Works Team costs and current tax. This measures the capacity of the business to pay dividends or pay down debt.

<sup>4</sup> **Same Store Analysis** – This measure is used to give transparency on improvements in the operating business in the period unrelated to the opening of new stores, closure of old stores, and more particularly in this financial period, the sale and manage-back of four stores which were sold on 31 January 2022, and reporting on stores that were open and trading at both financial period ends 31 January 2022 and 31 January 2023. This also eliminates two new stores from the 31 January 2023 calculation. The Same Store key performance measure helps to illustrate the performance of the underlying business.



## APPENDIX

### TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION FOR INVITED PLACEEES ONLY REGARDING THE PLACING.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN (THE “**ANNOUNCEMENT**”) IS FOR INFORMATION PURPOSES ONLY AND IS 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 OF THE EUROPEAN ECONOMIC AREA (THE “**EEA**”), PERSONS WHO ARE ‘QUALIFIED INVESTORS’ (“**EEA QUALIFIED INVESTORS**”), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(E) OF PROSPECTUS 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 (“**RELEVANT PERSONS**”), OR (C) PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS REFERRED TO IN (A), (B) AND (C) ABOVE TOGETHER BEING REFERRED TO AS “**ELIGIBLE PARTICIPANTS**”).

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EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, COMMERCIAL, FINANCIAL AND RELATED ASPECTS OF AN INVESTMENT IN THE PLACING SHARES.

THIS ANNOUNCEMENT IS NOT AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES (INCLUDING ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA (COLLECTIVELY, THE “**UNITED STATES**”). THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS, OR WITH ANY SECURITIES REGULATORY AUTHORITY, OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NO PUBLIC OFFERING OF THE SECURITIES REFERRED TO HEREIN IS BEING MADE IN THE UNITED STATES.

Unless otherwise stated, capitalised terms in this Appendix have the meanings ascribed to them in the definitions below.

This Announcement is for information only and does not itself constitute or form part of an offer to sell or issue or the solicitation of an offer to buy or subscribe for securities referred to herein in any jurisdiction including, without limitation, the United States, Australia, Canada, The Republic of South Africa, New Zealand, Hong Kong, Singapore, Japan or in any other jurisdiction where such offer or solicitation is unlawful (each a “**Restricted**

**Territory**”). No public offering of securities will be made in connection with the Placing in the United Kingdom, any Restricted Territory or elsewhere.

This Announcement, and the information contained herein, is not for release, publication or distribution, directly or indirectly, in or into any Restricted Territory or to any persons in a Restricted Territory or in any other jurisdiction in which such release, publication or distribution is unlawful. The distribution of this Announcement and the Placing and/or the offer or sale of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company or by finnCap Ltd (“**finnCap**”) or Peel Hunt LLP (“**Peel Hunt**” and, together with finnCap the “**Joint Bookrunners**”) or any of their respective Affiliates, or any of their or their respective Affiliates’ directors, officers, members, employees, agents or advisers which 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 distributing any part of this Announcement must satisfy themselves that it is lawful to do so. Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Announcement should seek appropriate advice before taking any such action. Persons into whose possession this Announcement comes are required by the Company, each of the Joint Bookrunners to inform themselves about, and to observe, any such restrictions.

All offers of the Placing Shares will be made pursuant to an exemption under the EU Prospectus Regulation or the UK Prospectus Regulation, as applicable, from the requirement to produce a prospectus. This Announcement is being distributed and communicated to persons in the UK only in circumstances to which section 21(1) of the Financial Services and Markets Act 2000, as amended (“**FSMA**”) does not apply.

The Placing Shares have not been approved or disapproved by the United States 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 any Restricted Territory or any other jurisdiction outside the EEA and the UK.

Subject to certain exceptions, the securities referred to in this Announcement may not be offered or sold in any Restricted Territory or in any other jurisdiction where such offer or sale is unlawful or to, or for the account or benefit of, a citizen or resident, or a corporation, partnership or other entity created or organised in or under the laws of Australia, Canada, The Republic of South Africa, New Zealand, Hong Kong, Singapore, Japan or in any other jurisdiction where such offer or sale is unlawful.

This Announcement has been issued by, and is the sole responsibility of, the Company. 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 any Joint Bookrunner or any of their respective Affiliates, or any of their or their respective Affiliates’ directors, officers, employees, agents or advisers 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 party or its advisers, and any liability therefore is expressly disclaimed.

The Joint Bookrunners are acting exclusively for the Company and no-one else in connection with the Placing and are not, and will not be, responsible to anyone (including the Placees) other than the Company for providing the protections afforded to their clients nor for providing advice in relation to the Placing and/or any other matter referred to in this Announcement.

None of the Company, the Joint Bookrunners nor their respective Affiliates, nor any of their or their respective Affiliates' directors, officers, employees, agents or advisers, makes any representation or warranty, express or implied to any Placees regarding any investment in the securities referred to in this Announcement under the laws applicable to such Placees. Each Placee should consult its own advisers as to the legal, tax, commercial, financial and related aspects of an investment in the Placing Shares.

**By participating in the Placing, each Placee (including individuals, funds or otherwise) by whom or on whose behalf a commitment to acquire Placing Shares has been given will (i) be deemed to have read and understood this Announcement, in its entirety; and (ii) be making such offer on the terms and conditions contained in this Appendix, including being deemed to be providing (and shall only be permitted to participate in the Placing on the basis that they have provided) the representations, warranties, indemnities, acknowledgements and undertakings set out herein.**

In particular, each such Placee represents, warrants, undertakes, agrees and acknowledges (among other things) that:

- it is an Eligible Participant and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
- 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, 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 Eligible Participants, or in circumstances in which the prior consent of the Joint Bookrunners has been given to each such proposed offer or resale;
- except as otherwise specifically agreed with the Joint Bookrunners and subject to any available exemptions from applicable securities laws, it and any account with respect to which it exercises sole investment discretion, is either (i) located outside the United States and acquiring the Placing Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S under the Securities Act ("**Regulation S**"); or (ii) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act (a "**QIB**"); and
- if it is a Placee resident in Australia, it:
  - is either (i) a "sophisticated investor" within the meaning of Section 708(8) of the Corporations Act 2001 of the Commonwealth of Australia (the "**Australian Corporations Act**") or a "professional investor" within the meaning of Section 9 and Section 708(11) of the Australian Corporations Act; or (ii) a "wholesale client" for the purposes of Section 761G(7) of the Australian Corporations Act (and related regulations), who has complied with all relevant requirements in this respect;
  - understands, and each account it represents has been advised that: (i) no offer of securities may be made in Australia except to a person who is a sophisticated investor or a professional investor who is also a wholesale client (each as defined in the Australian Corporations Act); and (ii) this Announcement including the Appendices issued by the Company in connection with the Placing or any regulatory announcement that may be issued by the Company:
    - does not constitute an offer of securities for sale in Australia and does not constitute a Disclosure Document under Part 6D.2 of the Australian Corporations Act;
    - does not and is not required to contain all the information which would be required under the Australian Corporations Act to be included in a Disclosure Document (as defined under the Australian Corporations Act);

- has not been lodged with the Australian Securities and Investments Commission;
  - does not constitute financial product advice in relation to the Placing and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that it intended to influence you in making a decision to participate in the offer; and
  - does not constitute a Product Disclosure Statement (as defined under the Australian Corporations Act) (nor has a Product Disclosure Statement been or will be issued in relation to this offer) and no cooling-off regime applies to the financial products offered pursuant to this Announcement or any accompanying documentation;
- acknowledges and agrees that any securities acquired pursuant to this Announcement are not, within 12 months of acquisition of the securities, able to be offered, transferred, assigned or otherwise alienated to investors in Australia except in circumstances where disclosure is not required under Part 6D.2 of the Australian Corporations Act or unless a compliant disclosure document is prepared and lodged with the Australian Securities and Investments Commission, ASX Limited ABN 98 008 624 691 or any successor entity thereto; and
- it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, undertakings, agreements and acknowledgements contained in this Announcement.

#### **IMPORTANT INFORMATION FOR PLACEES ONLY REGARDING THE PLACING**

Unless defined elsewhere in this Appendix, defined terms used in this Appendix are set out in the definitions below.

#### **Bookbuild**

Following the release of this Announcement, the Joint Bookrunners will commence a bookbuilding process in respect of the Placing (the “**Bookbuild**”) to determine demand for participation in the Placing by Placees. The book will open with immediate effect following release of this Announcement. No commissions will be paid to Placees or by Placees in respect of any Placing Shares. Members of the public are not entitled to participate in the Placing. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing.

The Joint Bookrunners and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their absolute discretion, determine.

#### **Details of the Placing Agreement and of the Placing Shares**

The Joint Bookrunners are acting as agents for the Company in connection with the Placing. The Joint Bookrunners have entered into an agreement with the Company (the “**Placing Agreement**”) under which, subject to the conditions set out therein, the Joint Bookrunners have agreed, as agents for the Company, severally (and not jointly or jointly and severally) to use their respective reasonable endeavours to procure Placees for Placing Shares.

The final number of Placing Shares will be determined following completion of the Bookbuild and set out in a term sheet to be entered into between Joint Bookrunners and the Company (the “**Term Sheet**”). The timing of the closing of the book and allocations are at the discretion of the Company and the Joint Bookrunners. Details of the number of Placing Shares will be announced as soon as practicable after the close of the Bookbuild.

The Placing Shares have been or will be duly authorised and will, when issued, be credited as fully paid and will rank *pari passu in* all respects with the existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid in respect of the Ordinary Shares after their date of issue. The Placing Shares will be issued free of any encumbrances, liens or other security interests.

### **Applications for admission to listing and trading**

Application will be made to the London Stock Exchange plc (“LSE”) for the Placing Shares to be admitted to trading on the AIM Market of the LSE (“AIM”) (“Admission”). It is expected that Admission will take place at 8.00 a.m. (London time) on 12 July 2023 (or such later date as may be agreed between the Company and the Joint Bookrunners).

### **Relationship of the Joint Bookrunners**

- The obligations of each Joint Bookrunner in connection with the Placing (including any payment obligation) are several, and not joint nor joint and several. A right of a Joint Bookrunner in connection with the Placing (including any rights under the Placing Agreement) is held by that Joint Bookrunner severally and each Joint Bookrunner may exercise its rights, powers and benefits in connection with the Placing separately and individually.
- A Joint Bookrunner will not be responsible for the performance obligations of the other Joint Bookrunner and will not be liable for any claims, damages or liabilities arising out of the actions taken, omissions of or advice given by the other Joint Bookrunner. Any breach, non-performance or default by a Joint Bookrunner will not constitute a breach, non-performance or default of the other.
- Nothing contained or implied hereby or by acceptance of the Placing constitutes a Joint Bookrunner acting as the partner, agent or representative of the other Joint Bookrunner for any purpose or creates any partnership, agency or trust between the Joint Bookrunners, and no Joint Bookrunner has any authority to bind another Joint Bookrunner in any way.
- Neither of the Joint Bookrunners will be liable for any loss, damage or claim arising out of the actions taken or advice given by the other Joint Bookrunner. In addition, the rights of a Joint Bookrunner and the Beneficiaries (as defined below) in respect of that Joint Bookrunner under the representations, warranties, acknowledgements and undertakings set out below will in no way be affected by the actions taken or alleged to have been taken or advice given or alleged to have been given by the other Joint Bookrunner or its beneficiaries.

### **Participation in, and principal terms of the Placing**

1. The Joint Bookrunners are arranging the Placing severally, and not jointly, nor jointly and severally, as agents of the Company. Participation will only be available to persons who may lawfully be, and are, invited to participate by either of the Joint Bookrunners. Each of the Joint Bookrunners and their respective Affiliates are entitled to enter bids as principal in the Bookbuild.
2. The number of Placing Shares will be agreed by the Joint Bookrunners (in consultation with the Company) following completion of the Bookbuild. Subject to the execution of the Term Sheet, the number of Placing Shares to be issued will be set out in the announcement of the results of the Placing.

3. To bid in the Bookbuild, Placees should communicate their bid orally by telephone or in writing to their usual sales contact at one of the Joint Bookrunners. Each bid should state the number of Placing Shares which the prospective Placee wishes to acquire at the Placing Price which is ultimately established by the Company and the Joint Bookrunners. Bids may be scaled down by the Joint Bookrunners on the basis referred to in paragraph 6 below.
4. The Bookbuild is expected to close no later than 7.00 a.m. (London time) on 7 July 2023, being the date of this Announcement, but may be closed earlier or later at the absolute discretion of the Joint Bookrunners (save that closing may not be later than 11:00 a.m. on the first Business Day after the date of this Announcement unless the Company so agrees). The Joint Bookrunners may, in agreement with the Company, accept bids that are received after the Bookbuild has closed.
5. Subject to the execution of the Term Sheet, each Placee's allocation will be confirmed to Placees either orally or by email by the relevant Joint Bookrunner following the close of the Bookbuild, and a contract note will be dispatched as soon as possible thereafter. Subject to paragraph 7 below, the relevant Joint Bookrunner's oral or email confirmation to such Placee will constitute an irrevocable legally binding commitment upon such person (who will at that point become a Placee) in favour of such Joint Bookrunner and the Company, under which such Placee agrees to acquire the number of Placing Shares allocated to it and to pay the Placing Price on the terms and conditions set out in this Appendix.
6. Subject to paragraphs 2 and 3 above, the Joint Bookrunners will, in effecting the Placing, agree with the Company the identity of the Placees and the basis of allocation of the Placing Shares and may scale down any bids for this purpose on such basis as they may determine. The Joint Bookrunners may also, notwithstanding paragraphs 2 and 3 above and subject to the prior consent of the Company, (i) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time and (ii) allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time. The acceptance of bids shall be at the absolute discretion of the Joint Bookrunners.
7. 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 relevant Joint Bookrunner's 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 relevant Joint Bookrunner (as agent of the Company), to pay it (or as it 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 acquire. Such Placees' obligations will be owed to the Company and to the relevant Joint Bookrunner. The Company has undertaken to the Joint Bookrunners that it shall allot such Placing Shares to each Placee following the execution of the Term Sheet.
8. Except as required by law or regulation, no press release or other announcement will be made by any of the Joint Bookrunners or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
9. Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "**Registration and settlement**".
10. All obligations under the Bookbuild and the Placing will be subject to satisfaction, fulfilment or (where applicable) waiver 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 "**Termination of the Placing Agreement**".
11. By participating in the Bookbuild, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee after confirmation (oral or otherwise) by a Joint Bookrunner.

12. To the fullest extent permissible by law, neither of the Joint Bookrunners, 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 of the Joint Bookrunners, 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 Joint Bookrunners' conduct of the Bookbuild or of such alternative method of effecting the Placing as the Joint Bookrunners, their respective Affiliates and the Company may agree or determine.

### **Conditions of the Placing**

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. The Joint Bookrunners' obligations under the Placing Agreement are conditional on certain conditions, including (without limitation):

1. the Company complying with its obligations under the Placing Agreement to the extent that the same fall to be performed prior to Admission;
2. the representations and warranties of the Company contained in the Placing Agreement being true and accurate and not misleading on and as of the date of the Placing Agreement, the date of the Term Sheet and the date of Admission, as though they had been given and made on such dates by reference to the facts and circumstances then subsisting, and no matter having arisen prior to Admission which might reasonably be expected to give rise to a claim under the indemnity contained in the Placing Agreement; and
3. Admission taking place by not later than 8.00 a.m. on 12 2023 (or such later time and/or date as may be agreed between the Company and the Joint Bookrunners, being not later than 31 July 2023).

If: (i) any of the conditions contained in the Placing Agreement, including (without limitation) those described above, are not fulfilled or (where applicable) waived by the Joint Bookrunners by the relevant time or date specified therein (or such later time or date as the Company and the Joint Bookrunners may agree); or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by it in respect thereof.

The Joint Bookrunners may, at their absolute discretion (acting jointly) waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement (to the extent that the Joint Bookrunners are capable of waiving such condition). Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither of the Joint Bookrunners nor any of their respective Affiliates, nor any of its or their respective Affiliates' directors, officers, employees, agents or advisers 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 it or another person may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision it 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 Bookrunners.

By participating in the Bookbuild, each Placee agrees that its rights and obligations hereunder terminate only in the circumstances described above and under "**Termination of the Placing Agreement**" below and will not be capable of rescission or termination by the Placee.

## **Termination of the Placing Agreement**

The Joint Bookrunners (together and individually) are entitled at any time before Admission, to terminate the Placing Agreement in accordance with its terms in certain circumstances, including, *inter alia*, if:

1. any of the representations or warranties of the Company contained in the Placing Agreement was, when given, untrue, inaccurate or misleading or is not, or has ceased to be, true, accurate or not misleading (or would not be true, accurate or not misleading if then repeated) by reference to the facts subsisting at the time; or
2. either of them is of the opinion that the Company has failed in any material respect to comply with any of its obligations contained in the Placing Agreement; or
3. there has occurred, in the opinion of either Joint Bookrunner, acting in good faith, a Material Adverse Change (as defined in the Placing Agreement); or
4. there has occurred a market disruption event, as further set out in the Placing Agreement.

By participating in the Placing, Placees agree that the exercise by the Joint Bookrunners of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of the Joint Bookrunners or for agreement between the Company and the Joint Bookrunners (as the case may be) and that neither the Company nor the Joint Bookrunners need make any reference to, or undertake any consultation with, Placees and that neither they nor any of their respective Affiliates, agents, directors, officers or employees shall have any liability to Placees whatsoever in connection with any such exercise.

## **No prospectus**

No offering document, prospectus or admission document has been or will be prepared or submitted to be approved by the FCA (or any other authority) in relation to the Placing, and Placees' commitments will be made solely on the basis of publicly available information taken together with the information contained in this Announcement and any Exchange Information (as defined below) previously published by or on behalf of the Company simultaneously with or prior to the date of this Announcement and subject to the further terms set forth in the contract note (referred to in paragraph 5 above under "**Participation in, and principal terms of, the Placing**") to be provided to individual prospective Placees.

Each Placee, by participating in the Placing, agrees that the content of this Announcement and the publicly available information released by or on behalf of the Company is exclusively the responsibility of the Company and confirms to the Joint Bookrunners and the Company that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company (other than publicly available information) or the Joint Bookrunners or their respective Affiliates or any other person and none of the Joint Bookrunners nor the Company, nor any of their respective Affiliates 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 (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons). By participating in the Placing, each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in making an offer to participate in the Placing.

## **Lock-up**

The Company has undertaken to the Joint Bookrunners that, between the date of the Placing Agreement and 180 calendar days after the date of Admission, it will not, without the prior written consent of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed), enter into certain transactions involving or relating to the Ordinary Shares, subject to certain customary carve-outs agreed between the Joint Bookrunners and the Company.



By participating in the Placing, Placees agree that the exercise by the Joint Bookrunners of any power to grant consent to waive the undertaking by the Company of a transaction which would otherwise be subject to the lock-up under the Placing Agreement shall be within the absolute discretion of the Joint Bookrunners and that they need not make any reference to, or consult with, Placees and that they shall have no liability to Placees whatsoever in connection with any such exercise of the power to grant consent.

### **Registration and settlement**

Settlement of transactions in the Placing Shares (ISIN: GB0007276115) following Admission will take place within the relevant system administered by Euroclear (“CREST”), using the delivery versus payment mechanism, subject to certain exceptions. Subject to certain exceptions, the Joint Bookrunners and the Company reserve the right to require settlement for, and delivery of, the Placing Shares to Placees by such other means that they deem necessary if delivery or settlement is not practicable in CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee’s jurisdiction.

Following the close of the Bookbuild for the Placing, each Placee allocated Placing Shares in the Placing will be sent a contract note stating the number of Placing Shares to be allocated to it at the Placing Price, the aggregate amount owed by such Placee to the Joint Bookrunners and settlement instructions. It is expected that such contract note will be despatched on or around 7 July 2023 and that this will also be the trade date.

Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions that it has in place with the relevant Joint Bookrunner.

The Company will deliver the Placing Shares to a CREST account operated by the relevant Joint Bookrunner as agent for the Company and the relevant Joint Bookrunner will enter its delivery (DEL) instruction into the CREST system. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.

It is expected that settlement in respect of the Placing Shares will be on 12 July 2023 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 four percentage points above the Bank of England’s base rate from time to time but 4% per year for any period during which that base rate is below zero.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Joint Bookrunners 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 Joint Bookrunner’s 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 shall be required to bear any stamp duty, stamp duty reserve tax or other stamp, securities, transfer, registration, execution, documentary or other similar impost, duty or tax (together with any interest or penalties) 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 contract note 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 to as provided below, be so registered free from any liability to UK stamp duty or UK stamp duty reserve tax. If there are any circumstances in which any other stamp duty or stamp duty reserve tax (and/or any interest, fines or penalties relating thereto) is payable in respect of the allocation, allotment, issue 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), neither of the Joint Bookrunners nor the Company shall be responsible for the payment thereof.

## Representations, warranties, undertakings and acknowledgements

By submitting a bid and/or participating in the Placing, each Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with each of the Joint Bookrunners (in their capacity as placing agents in respect of the Placing) and the Company, in each case as a fundamental term of its application for Placing Shares, the following:

1. that it has read and understood this Announcement, including this Appendix, in its entirety and that its subscription for and purchase of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Bookbuild, the Placing, the Company, the Placing Shares or otherwise;
2. that no offering document or prospectus or admission document has been or will be prepared in connection with the Placing or is required under the EU Prospectus Regulation or the UK Prospectus Regulation and it has not received and will not receive a prospectus, admission document or other offering document in connection with Admission, the Bookbuild, the Company, the Placing or the Placing Shares;
3. that the 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 MAR and the rules and practices of AIM (collectively, the "**Exchange Information**"), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account, and similar statements for preceding financial years and that it has reviewed such Exchange Information and that it is able to obtain or access such Exchange Information;
4. that none of the Joint Bookrunners, nor the Company nor any of their respective Affiliates nor any person acting on behalf of any of them has provided, and none of them will provide, it with any material or information regarding the Placing Shares, the Bookbuild, the Placing or the Company or any other person other than this Announcement, nor has it requested any of the Joint Bookrunners, the Company, or any of their respective Affiliates nor any person acting on behalf of any of them to provide it with any such material or information;
5. unless otherwise specifically agreed with the Joint Bookrunners, that it is not, and at the time the Placing Shares are acquired, neither it nor the beneficial owner of the Placing Shares will be, a resident of Australia, Canada, The Republic of South Africa, New Zealand, Hong Kong, Singapore, Japan or any other jurisdiction in which it would be unlawful to make or accept an offer to acquire the Placing Shares, and further acknowledges that the Placing Shares have not been and will not be registered or otherwise qualified for offer and sale nor will an offering document, prospectus or admission document be cleared or approved in respect of any of the Placing Shares under the securities legislation of the United States or any other Restricted Territory and, subject to certain exceptions, may not be offered, sold, transferred, delivered or distributed, directly or indirectly, in, into or within those jurisdictions or in any country or jurisdiction where any such action for that purpose is required;
6. that the content of this Announcement is exclusively the responsibility of the Company and that none of the Joint Bookrunners nor any of their respective Affiliates nor any person acting on their behalf has or shall have any responsibility or liability for any information, representation or statement contained in this Announcement or any information previously or subsequently published by or on behalf of the Company, including, without limitation, any Exchange Information, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company 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 the Placing Shares is contained in this Announcement and any other Exchange Information, such information being all that it deems necessary 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 investigations, representations, warranties or statements made by the Joint Bookrunners or the Company and none of the Joint Bookrunners or the Company 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. Each Placee further acknowledges and agrees that it has relied on its own investigation, examination and due diligence of the business, financial or other position of the Company in deciding to participate in the Placing and that none of the Joint Bookrunners or any of their respective Affiliates have made any representations to it, express or implied, with respect to the Company, the Bookbuild, the Placing or the Placing Shares or the accuracy, completeness or adequacy of the Exchange Information, and each of them expressly disclaims any liability in respect thereof;

7. that it has not relied on any information relating to the Company contained in any research reports prepared by the Joint Bookrunners, any of their respective Affiliates or any person acting on the Joint Bookrunners' or any of their respective Affiliates' behalf and understands that (i) none of the Joint Bookrunners or any of their respective Affiliates nor any person acting on their behalf has or shall have any liability for public information or any representation; (ii) none of the Joint Bookrunners or any of their respective Affiliates nor any person acting on their behalf has or shall have any liability for any additional information that has otherwise been made available to such Placee, whether at the date of publication, the date of this Announcement or otherwise; and that (iii) none of the Joint Bookrunners or any of their respective Affiliates nor any person acting on their behalf makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such information, whether at the date of publication, the date of this Announcement or otherwise;
8. that the allocation, allotment, issue and delivery 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 (depository receipts and clearance services) and that it is not participating in the Placing as nominee or agent for any person to whom the allocation, allotment, issue or delivery of the Placing Shares would give rise to such a liability and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance service;
9. that no action has been or will be taken by the Company, the Joint Bookrunners or any person acting on behalf of the Company or the Joint Bookrunners that would, or is intended to, permit a public offer of the Placing Shares in the United States or any other country or jurisdiction where any such action for that purpose is required;
10. that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions which apply to it 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 and that it has not taken any action or omitted to take any action which will or may result in the Joint Bookrunners, the Company or any of their respective Affiliates acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;
11. that it (and any person acting on its behalf) has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to its 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 Announcement) and will honour such obligations;
12. 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 Proceeds of Crime Act 2002 (as amended), the

Terrorism Act 2000, the Anti-Terrorism Crime and Security Act 2001, the Terrorism Act 2006, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Money Laundering Sourcebook of the FCA and any related or similar rules, regulations or guidelines issued, administered or enforced by any government agency having jurisdiction in respect thereof (the “**Regulations**”) 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 Regulations. If within a reasonable time after a request for verification of identity, the Joint Bookrunners have not received such satisfactory evidence, the Joint Bookrunners may, in their absolute discretion, terminate the Placee’s Placing participation in which event all funds delivered by the Placee to the Joint Bookrunners will be returned without interest to the account of the drawee bank or CREST account from which they were originally debited;

13. 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, and does make, the acknowledgments, representations and agreements herein on behalf of each such person; and (ii) it is and will remain liable to the Joint Bookrunners and the Company 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). Each Placee agrees that the provisions of this paragraph shall survive the resale of the Placing Shares by or on behalf of any person for whom it is acting;
14. if in a member state of the EEA, that it is an EEA Qualified Investor;
15. if in the United Kingdom, that it is a Relevant Person and it undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
16. that it will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentation or other materials concerning the Placing (including electronic copies thereof), directly or indirectly, whether in whole or in part, in, into or from the United States, any other Restricted Territory or any other jurisdiction in which such distribution, forwarding, transfer or transmission would be unlawful;
17. where it is acquiring the Placing Shares for one or more managed accounts, that it is authorised in writing by each managed account to acquire the Placing Shares for each managed account and it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;
18. that if it is a pension fund or investment company, its acquisition of Placing Shares is in full compliance with all applicable laws and regulations;
19. if it is acting as a financial intermediary, as that term is used in Article 2(d) of the EU Prospectus Regulation or the UK Prospectus Regulation, as the case may be, that 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 to, persons in a member state of the EEA other than EEA Qualified Investors or persons in the United Kingdom other than Relevant Persons, or in circumstances in which the prior consent of the Joint Bookrunners and the Company has been given to the proposed offer or resale;
20. that it has not offered or sold and, prior to the expiry of a period of six months from Admission, will not offer or sell any Placing Shares to persons in the EEA, except to EEA 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;
21. that it has not offered or sold and, prior to the expiry of a period of six months from Admission, 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;

22. that any offer of Placing Shares may only be directed at persons in member states of the EEA who are EEA 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 EEA Qualified Investors or otherwise in circumstances which have not resulted in 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;
23. 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 Admission except to Relevant Persons or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in the United Kingdom within the meaning of the UK Prospectus Regulation;
24. 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;
25. that it has complied and will comply with all applicable laws (including all relevant provisions of the FSMA) with respect to anything done by it in relation to the Placing Shares in respect of anything done in, from or otherwise involving, the United Kingdom;
26. if it has received any inside information (as that term is defined in MAR) about the Company in advance of the Placing, that it has not: (i) dealt in the securities of the Company; (ii) encouraged or required another person to deal in the securities of the Company; or (iii) disclosed such information to any person except as permitted by the MAR, prior to the information being made publicly available;
27. that (i) it (and any person acting on its behalf) has capacity and authority and is otherwise entitled to purchase the Placing Shares under the laws of all relevant jurisdictions which apply to it; (ii) it has paid any issue, transfer or other taxes due in connection with its participation in any territory; (iii) it has not taken any action which will or may result in the Company, the Joint Bookrunners, any of their respective Affiliates or any person acting on their behalf being in breach of the legal and/or regulatory requirements and/or any anti-money laundering requirements of any territory in connection with the Placing; and (iv) that the subscription for and purchase of the Placing Shares by it or any person acting on its behalf will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise;
28. that it (and any person acting on its behalf) has the funds available to pay for the Placing Shares it has agreed to acquire and acknowledges, agrees and undertakes that it (and any person acting on its behalf) will make payment for the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein against delivery of such Placing Shares to it, failing which the relevant Placing Shares may be placed with other Placees or sold as the Joint Bookrunners may in their absolute discretion determine and without liability to such Placee. It will, however, remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) due pursuant to the terms set out or referred to in this Announcement which may arise upon the sale of such Placee's Placing Shares on its behalf;
29. that its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares to which it will be entitled, and required, to acquire, and that the Joint Bookrunners or the Company may call upon it to acquire a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;

30. that none of the Joint Bookrunners nor any of their respective Affiliates nor any person acting on their behalf, is making any recommendations to it, or advising it regarding the suitability or merits of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of the Joint Bookrunners and that the Joint Bookrunners do not have any duties or responsibilities to it for providing the protections afforded to their respective 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 either of the Joint Bookrunners' rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
31. 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. Neither of the Joint Bookrunners nor the Company nor any of their respective Affiliates will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar duties or taxes (together with any interest or penalties) resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to indemnify each of the Joint Bookrunners, the Company and any of their respective Affiliates in respect of the same on an after-tax basis on the basis that the Placing Shares will be allotted to the CREST stock account of the Joint Bookrunners (or either of them) who will hold them as nominee directly or indirectly on behalf of such Placee until settlement in accordance with its standing settlement instructions with it;
32. that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions, and any non-contractual obligations arising out of or in connection with such agreements, 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 agreements, 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 the Joint Bookrunners or the Company 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;
33. that each of the Joint Bookrunners, the Company and their respective Affiliates and others will rely upon the truth and accuracy of the representations, warranties, agreements, undertakings and acknowledgements set forth herein and which are given to each of the Joint Bookrunners on their own behalf and on behalf of the Company and are irrevocable and it irrevocably authorises each of the Joint Bookrunners and the Company 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;
34. that it will indemnify on an after-tax basis and hold each of the Joint Bookrunners, the Company and their respective Affiliates and any person acting on their behalf harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of, directly or indirectly, or in connection with any breach by it of the 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;
35. acknowledges that it irrevocably appoints any director of the Joint Bookrunners as its agent for the purposes of executing and delivering to the Company and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares agreed to be taken up by it under the Placing;
36. that it acknowledges that its commitment to acquire Placing Shares on the terms set out herein and in the contract note will continue notwithstanding any amendment that may in 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's or the Joint Bookrunners' conduct of the Placing;

37. that in making any decision to acquire the Placing Shares (i) it has sufficient knowledge, sophistication and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for or purchasing the Placing Shares, (ii) it is experienced in investing in securities of this nature in the Company's sector and is aware that it may be required to bear, and is able to bear, the economic risk of participating in, and is able to sustain a complete loss in connection with, the Placing, (iii) it has relied on its own examination, due diligence and analysis of the Company and its Affiliates taken as a whole, including the markets in which the Group operates, and the terms of the Placing, including the merits and risks involved and not upon any view expressed or information provided by or on behalf of the Joint Bookrunners, (iv) it has had sufficient time and access to information to consider and conduct its own investigation with respect to the offer and purchase of the Placing Shares, including the legal, regulatory, tax, business, currency and other economic and financial considerations relevant to such investment and has so conducted its own investigation to the extent it deems necessary for the purposes of its investigation, (v) it is aware and understands that an investment in the Placing Shares involves a considerable degree of risk; and (vi) it will not look to the Company, the Joint Bookrunners, any of their respective Affiliates or any person acting on their behalf for all or part of any such loss or losses it or they may suffer;
38. that it acknowledges and agrees that none of the Joint Bookrunners nor the Company owe any fiduciary or other duties to it or any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;
39. understands and agrees that it may not rely on any investigation that the Joint Bookrunners or any person acting on their behalf may or may not have conducted with respect to the Company and its Affiliates or the Placing and the Joint Bookrunners have not made any representation or warranty to it, express or implied, with respect to the merits of the Placing, the subscription for or purchase of the Placing Shares, or as to the condition, financial or otherwise, of the Company and its Affiliates, or as to any other matter relating thereto, and nothing herein shall be construed as any investment or other recommendation to it to acquire the Placing Shares. It acknowledges and agrees that no information has been prepared by, or is the responsibility of, the Joint Bookrunners for the purposes of this Placing;
40. that it acknowledges and agrees that it will not hold either of the Joint Bookrunners nor any of their respective Affiliates nor any person acting on their behalf responsible or liable for any misstatements in, or omissions from, any publicly available information relating to the Group or information made available (whether in written or oral form) relating to the Group (the "**Information**") and that none of the Joint Bookrunners or any person acting on behalf of the Joint Bookrunners makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Information or accepts any responsibility for any of such Information;
41. that in connection with the Placing, each of the Joint Bookrunners and any of their respective Affiliates may take up a portion of the shares in the Company and in that capacity may retain, purchase or sell for its or their own account such shares in the Company and any securities of the Company or related investments and may offer or sell such securities or other investments otherwise than in connection with the Placing. Accordingly, references in this Announcement to shares being issued, offered or placed should be read as including any issue, offering or placement of such shares in the Company to the Joint Bookrunners and any of their respective Affiliates acting in such capacity. In addition, certain of the Joint Bookrunners or any of their respective Affiliates may enter into financing arrangements (including swaps, warrants or contracts for differences) with investors in connection with which such Joint Bookrunners or any of their respective Affiliates may from time to time acquire, hold or dispose of such securities of the Company, including the Placing Shares. None of the Joint Bookrunners or any of their respective Affiliates intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so;
42. if it is a Placee resident in Australia, that it:

- a. is either (i) a “sophisticated investor” within the meaning of Section 708(8) of the Australian Corporations Act or a “professional investor” within the meaning of Section 9 and Section 708(11) of the Australian Corporations Act; or (ii) a “wholesale client” for the purposes of Section 761G(7) of the Australian Corporations Act (and related regulations), who has complied with all relevant requirements in this respect;
  - b. understands, and each account it represents has been advised that: (i) no offer of securities may be made in Australia except to a person who is a sophisticated investor or a professional investor who is also a wholesale client (each as defined in the Australian Corporations Act); and (ii) this Announcement including the Appendices issued by the Company in connection with the Placing or any regulatory announcement that may be issued by the Company:
    - i. does not constitute an offer of securities for sale in Australia and does not constitute a Disclosure Document under Part 6D.2 of the Australian Corporations Act;
    - ii. does not and is not required to contain all the information which would be required under the Australian Corporations Act to be included in a Disclosure Document (as defined under the Australian Corporations Act);
    - iii. has not been lodged with the Australian Securities and Investments Commission;
    - iv. does not constitute financial product advice in relation to the Placing and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that it intended to influence you in making a decision to participate in the offer; and
    - v. does not constitute a Product Disclosure Statement (as defined under the Australian Corporations Act) (nor has a Product Disclosure Statement been or will be issued in relation to this offer) and no cooling-off regime applies to the financial products offered pursuant to this Announcement or any accompanying documentation;
  - c. acknowledges and agrees that any securities acquired pursuant to this Announcement are not, within 12 months of acquisition of the securities, able to be offered, transferred, assigned or otherwise alienated to investors in Australia except in circumstances where disclosure is not required under Part 6D.2 of the Australian Corporations Act or unless a compliant disclosure document is prepared and lodged with the Australian Securities and Investments Commission, ASX Limited ABN 98 008 624 691 or any successor entity thereto;
43. unless otherwise specifically agreed with the Joint Bookrunners, that it, and any prospective beneficial owner for whose account or benefit it is purchasing the Placing Shares is (i) located outside the United States and is acquiring the Placing Shares in an “offshore transaction” as defined in, and in accordance with, Regulation S; or (ii) a QIB and has duly executed a US investor letter substantially in the form provided to it and delivered the same to one of the Joint Bookrunners or its affiliates;
  44. that it has not been offered to purchase or subscribe for Placing Shares by means of any “directed selling efforts” as defined in Regulation S or by means of any “general solicitation” or “general advertising” within the meaning of Rule 502(c) under the Securities Act;
  45. that it understands, and each account it represents has been advised that the Placing Shares have not been, and will not be, registered under the Securities Act or with any regulatory authority of any other state or other jurisdiction of the United States and may not be offered, sold or resold, directly or indirectly, in or into or from 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 accordance with applicable state securities laws;
  46. that each of the Joint Bookrunners and their respective Affiliates may have engaged in transactions with, and provided various commercial banking, investment banking, financial advisory transactions



and services in the ordinary course of their business with the Company and/or its Affiliates for which they would have received customary fees and commissions and that each of the Joint Bookrunners and their respective Affiliates may provide such services to the Company and/or its Affiliates in the future;

47. that it will (or will procure that its nominee will) if applicable, make notification to the Company of the interest in its Ordinary Shares in accordance with the Disclosure Guidance and Transparency Rules published by the FCA; and
48. that neither it (nor that any person whom it specifies for registration as holder of the Placing Shares) nor any director, officer, employee of it is currently subject to any sanctions administered by the US Department of the Treasury ("**OFAC**") or any similar sanctions imposed by the European Union, the UK, the United Nations or any other body, governmental or otherwise, to which the Placee or any of its affiliates.

The foregoing acknowledgements, agreements, undertakings, representations, warranties and confirmations are given for the benefit of the Company as well as each of the Joint Bookrunners (for their own benefit and, where relevant, the benefit of their respective Affiliates and any person acting on their behalf) and are irrevocable. Each Placee, and any person acting on behalf of a Placee, acknowledges that none of the Joint Bookrunners or the Company owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

Please also note that the agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as nominee or agent) free of UK stamp duty and UK stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents or nominees, direct from the Company for the Placing Shares in question. None of the Company or the Joint Bookrunners will be responsible for any UK stamp duty or UK stamp duty reserve tax (including any interest and penalties relating thereto) arising in relation to the Placing Shares in any other circumstances.

Such agreement is subject to the representations, warranties and further terms above and also assumes, and is based on a warranty from each Placee, 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. None of the Joint Bookrunners nor the Company are liable to bear any stamp duty or stamp duty reserve tax or any other similar duties or taxes ("**transfer taxes**") that arise (i) if there are any such arrangements (or if any such arrangements arise subsequent to the acquisition by Placees of Placing Shares) or (ii) on a sale of Placing Shares, or (iii) for transfer taxes arising otherwise than under the laws of the United Kingdom. Each Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such transfer taxes undertakes to pay such transfer taxes forthwith, and agrees to indemnify on an after-tax basis and hold the Joint Bookrunners, the Company and their respective Affiliates harmless from any such transfer taxes, and all interest, fines or penalties in relation to such transfer taxes. Each Placee should, therefore, take its own advice as to whether any such transfer tax liability arises.

Each Placee and any person acting on behalf of each Placee acknowledges and agrees that either of the Joint Bookrunners or 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. Each Placee acknowledges and is aware that the Joint Bookrunners are receiving a fee in connection with their role in respect of the Placing as detailed in the Placing Agreement.

When a Placee or person acting on behalf of the Placee is dealing with the Joint Bookrunners, any money held in an account with either of the Joint Bookrunners on behalf of the Placee and/or any person acting on behalf of the 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 Joint Bookrunners' money in accordance with the client money rules and will be used by the Joint Bookrunners in the course of its own business, and the Placee will rank only as a general creditor of the Joint Bookrunners.

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

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

The rights and remedies of the Joint Bookrunners and the Company under these Terms and Conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

If a Placee is a discretionary fund manager, the Placee may be asked to disclose in writing or orally to the Joint Bookrunners the jurisdiction in which the funds are managed or owned.

## DEFINITIONS

The following definitions apply to this Announcement, including this Appendix:

<b>Admission</b>	admission of the Placing Shares to trading on AIM becoming effective within the meaning of Rule 6 of the AIM Rules issued by London Stock Exchange
<b>Affiliates</b>	as regards any person or entity, their agents, directors, officers, employees or consultants and any other person connected with them as defined in FSMA
<b>AIM</b>	AIM, a market operated by the London Stock Exchange
<b>AIM Rules</b>	the rules for companies with a class of securities admitted to AIM governing the admission to and operation of AIM as published by London Stock Exchange from time to time
<b>Announcement</b>	this announcement (including its Appendix)
<b>Australian Corporations Act</b>	the Corporations Act 2001 of the Commonwealth of Australia
<b>Bookbuild</b>	the accelerated bookbuild, being the process by which subscribers will be obtained for the Placing Shares
<b>Company</b>	Lok'nStore Group plc registered in England and Wales under number 04007169 whose registered office is at One Fleet Place, London, United Kingdom, EC4M 7WS
<b>CREST</b>	the computerised settlement system to facilitate transfer of the title to an interest in securities in uncertificated form operated by Euroclear UK & Ireland
<b>Euroclear UK &amp; Ireland</b>	Euroclear UK & Ireland Limited
<b>finnCap</b>	finnCap Ltd registered in England and Wales under number 06198898 whose registered office is at 1 Bartholomew Close, London, EC1A 7BL (together with its affiliates)
<b>Fundraising</b>	the Placing and the REX Retail Offer
<b>Fundraising Shares</b>	the Placing Shares and the Ordinary Shares to be offered pursuant to the REX Retail Offer
<b>Joint Bookrunners</b>	finnCap and Peel Hunt, the Company's joint bookrunners in relation to the Placing

<b>MAR</b>	The Market Abuse Regulation (EU) 596/2014 as it forms part of UK domestic law by virtue of The European Union (Withdrawal) Act 2018
<b>London Stock Exchange or LSE</b>	London Stock Exchange plc
<b>Ordinary Shares</b>	ordinary shares of £0.01 each in the capital of the Company
<b>Peel Hunt</b>	Peel Hunt LLP registered in England and Wales under number OC357088 whose registered office is at 7th Floor 100 Liverpool Street, London, England, EC2M 2AT (together with its affiliates)
<b>Placees</b>	persons who agree to subscribe for Placing Shares at the Placing Price
<b>Placing</b>	the conditional placing of the Placing Shares by the Joint Bookrunners on behalf of the Company at the Placing Price, in accordance with the Placing Agreement
<b>Placing Agreement</b>	the conditional placing agreement relating to the Placing of the Placing Shares between the Company and the Joint Bookrunners
<b>Placing Price</b>	765 pence per new Ordinary Share
<b>Placing Shares</b>	up to a maximum 3,001,300 new Ordinary Shares to be issued in connection with the Placing
<b>REX Retail Offer</b>	the offer of Ordinary Shares to existing retail shareholders of the Company to be made by means of the REX retail offering platform
<b>Shareholders</b>	holders of Ordinary Shares