

IN THE HIGH COURT OF JUSTICE
004289
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMPANIES COURT (ChD)

MR JUSTICE ADAM JOHNSON

Dated 8 March 2021



CR-2020-004289

IN THE MATTER OF AA PLC
-and-
IN THE MATTER OF THE COMPANIES ACT 2006

ORDER

UPON THE ADJOURNED APPLICATION by Part 8 Claim Form dated 8 December 2020 of the above named AA plc, a company incorporated in England and Wales registered number 05149111, whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA (the **Company**).

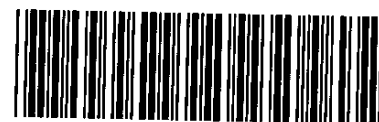
AND UPON HEARING Andrew Thornton QC, Counsel for the Company, via Microsoft Teams,

AND UPON READING the said Claim Form and the evidence,

AND UPON each of Basing Bidco Limited, Basing Topco Limited, Basing Holdco Limited and Basing Midco Limited appearing by Counsel for the Company, being their Counsel for this purpose, undertaking:

- (a) to be bound by the scheme of arrangement hereinafter sanctioned (the **Scheme**);
- (b) to execute and do, or to procure to be executed and done, all such documents, acts or things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to the Scheme; and
- (c) to pay to Equiniti Limited (the **Receiving Agent**) the total amount of the consideration payable to Scheme Shareholders pursuant to the terms of the Scheme, in cleared funds, on or prior to the date falling 14 days after the date on which the Scheme becomes effective

MONDAY



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15/03/2021

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COMPANIES HOUSE

THE COURT HEREBY SANCTIONS the Scheme as set forth in the Schedule hereto,

AND IT IS ORDERED that this Order be delivered by the Company to the Registrar of Companies.

Service of this order

The court has provided a sealed copy of this order to the service party:

Freshfields Bruckhaus Deringer LLP, 100 Bishopsgate, London EC2P 2SR, Solicitors to the Company

**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)**

IN THE MATTER OF AA PLC

-AND-

IN THE MATTER OF THE COMPANIES ACT 2006

**SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)**

between

AA PLC

and

THE HOLDERS OF ITS SCHEME SHARES

(as each is hereinafter defined)

Preliminary

- (A) In this Scheme, unless inconsistent with the subject or context, the following expressions have the following meanings:

"AA Shareholders"	holders of AA Shares;
"AA Share Plans"	the following share incentive plans: (a) the UK "all-employee" share plan that operates in connection with a UK trust, pursuant to which qualifying employees are entitled to acquire AA Shares on and subject to terms set out therein; and (b) the discretionary performance related share plan approved by AA Shareholders on 9 June 2015 pursuant to which certain options in respect AA Shares may be granted at nil cost on and subject to the terms (including the satisfaction of long-term performance conditions) set out therein;
"AA Shares"	ordinary shares of 0.1 pence each in the capital of the Company;
"Acquisition"	the proposed acquisition of the entire issued and to be issued ordinary share capital of the Company by Bidco, to be effected by the Scheme;

“Alternative Offer”	the alternative whereby Scheme Shareholders (other than Restricted Shareholders) may elect, subject to certain limitations and exceptions to receive 350 Bidco Loan Notes which are then to be exchanged for 1.0 Topco Unit, for each Scheme Share instead of the cash consideration to which they would otherwise be entitled under the Acquisition;
“Alternative Offer Election”	an election whereby Scheme Shareholders (other than Restricted Shareholders) may elect to accept the Alternative Offer whether pursuant to a Form of Election or a TTE Instruction;
“Attorney”	has the meaning given to it in clause 2(a) of this Scheme;
“Bidco”	Basing Bidco Limited, a private limited company incorporated in Jersey with registered number 132817;
“Bidco Loan Notes”	loan notes of £0.001 each to be issued by Bidco pursuant to the Alternative Offer;
“Business Day”	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for normal business in London;
“certificated” or “in certificated form”	not in uncertificated form (that is, not in CREST);
“Companies Act”	the Companies Act 2006 (as amended, modified, consolidated, re-enacted or replaced from time to time);
“Company”	AA PLC, a public limited company incorporated in England and Wales having its registered office at Fanum House, Basing View, Basingstoke Hampshire RG21 4EA and having the registered number 5149111;
“ConsortiumCo”	Basing ConsortiumCo Limited, a private limited company incorporated in Jersey with registered number 132816;
“Court”	the High Court of Justice in England and Wales;
“Court Hearing”	the hearing by the Court of the application to sanction the Scheme under Part 26 of the Companies Act;

“Court Meeting”	the meeting of Scheme Shareholders (including any adjournment thereof), convened with the permission of the Court under Part 26 of the Companies Act to consider and, if thought fit, to approve this Scheme (with or without modification);
“CREST”	the relevant system to facilitate the transfer of title to shares in uncertificated form (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations);
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (S.I. 2001 No. 3755) (as amended from time to time);
“Effective Date”	the time and date on which this Scheme becomes effective in accordance with clause 1(b);
“Election Return Time”	6.00 p.m. on the date of the Court Hearing;
“Euroclear”	Euroclear UK & Ireland Limited;
“Excluded Shares”	any AA Shares: (i) registered in the name of, or beneficially owned by, Bidco, any member of the Topco Group or their respective nominees; or (ii) held by the Company in treasury;
“Form of Election”	the form of election in respect of the Alternative Offer to be despatched to AA Shareholders who hold their AA shares in certificated form together with the Scheme Circular;
“General Meeting”	the general meeting of the Company (including any adjournment thereof) to be convened in connection with the Scheme;
“Holdco”	Basing Holdco Limited, a private limited company incorporated in Jersey with registered number 132815;
“holder”	includes any person entitled by transmission;
“Intermediate Holding Companies”	Bidco, Midco and Holdco;

"Maximum Alternative Offer Shares"	means such number of Scheme Shares as shall correspond to 16 per cent. of the Topco Offer Shares;
"Midco"	Basing Midco Limited, a private limited company incorporated in Jersey with registered number 132818;
"Restricted Shareholder"	a Scheme Shareholder whom Bidco requires the Company to treat as a Restricted Shareholder pursuant to clause 6;
"Panel"	the Panel on Takeovers and Mergers;
"Registrar"	Equiniti Limited, of Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA , the Company's registrar;
"Registrar of Companies"	the Registrar of Companies in England and Wales;
"Scheme"	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Bidco and the Company;
"Scheme Circular"	the circular to AA Shareholders published by the Company in connection with this Scheme of which this Scheme forms part;
"Scheme Record Time"	6.00 p.m. (London time) on the date of the Court Hearing;
"Scheme Shareholder"	a holder of Scheme Shares;
"Scheme Shares"	AA Shares: <ul style="list-style-type: none"> (a) in issue at the date of this Scheme; (b) (if any) issued after the date of this Scheme but before the Voting Record Time; and (c) (if any) issued at or after the Voting Record Time but at or before the Scheme Record Time on terms that the holder thereof shall be bound by the Scheme or in respect of which the original or any subsequent holders thereof are, or have agreed in writing to be, bound by the Scheme,

	and, in each case, which remain in issue at the Scheme Record Time but excluding any Excluded Shares;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
“subsidiary undertaking”	has the meaning given in section 1162 of the Companies Act 2006;
“Topco”	Basing Topco Limited, a private limited company incorporated in Jersey with registered number 132819;
“Topco Group”	Topco and its subsidiaries and subsidiary undertakings;
“Topco Offer Shares”	the shares that, on or around the Effective Date, Topco will issue comprising of Topco A Preference Shares, Topco A Ordinary Shares, Topco B Ordinary Shares and Topco B Preference Shares, in each case only to the extent issued: (i) for the purposes of funding the cash consideration for the transfer of the Scheme Shares pursuant to clause 3; or (ii) under the Alternative Offer pursuant to clause 4(c);
“Topco A Ordinary Shares”	the A ordinary shares with a nominal value of £0.001 each in the capital of Topco;
“Topco A Preference Shares”	the A preference shares with a nominal value of £0.001 each in the capital of Topco;
“Topco B Ordinary Shares”	the B ordinary shares with a nominal value of £0.001 each in the capital of Topco;
“Topco B Preference Shares”	the B preference shares with a nominal value of £0.001 each in the capital of Topco;
“Topco Shareholders’ Agreement”	the shareholders’ agreement dated 16 December 2020 entered into between ConsortiumCo, Topco and each of the Intermediate Holding Companies (as amended on or around the Effective Date), and as subsequently adhered to from time to time;

“Topco Units”	the shares to be issued pursuant to the Alternative Offer, each Topco Unit comprising 2.8636363636 Topco B Preference Shares and 0.3181818182 Topco B Ordinary Shares;
“TTE Instruction”	a transfer to escrow instruction given by a holder of uncertificated Scheme Shares through CREST validly electing for the Alternative Offer;
“uncertificated” or “in uncertificated form”	recorded on the relevant register as being held in uncertificated form and title to which may, by virtue of the CREST Regulations, be transferred by means of CREST; and
“Voting Record Time”	6.30 p.m. (London time) on the day which is two days (excluding non-working days) prior to the date of the Court Meeting or any adjournment thereof (as the case may be).

and references to clauses are to clauses of this Scheme and references to time are to London time.

- (B) As at 14 December 2020 (the last practicable date prior to the publication of this document), the issued ordinary share capital of the Company was £623,697,514 divided into 623,697,514 ordinary shares of 0.1 pence each all of which are credited as fully paid and none of which are held in treasury. In addition, the Company has in issue 60,000,000 deferred shares of 0.1 pence each, which are not subject to this Scheme.
- (C) As at 14 December 2020 (the last practicable date prior to the publication of this document), none of the companies in the Topco Group held any AA Shares.
- (D) Topco, Bidco and each of the other Intermediate Holding Companies have agreed to appear by Counsel on the hearing to sanction this Scheme and to submit to be bound by and undertake to the Court to be bound by this Scheme and to execute and do, or procure to be executed and done, all such documents, acts or things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to this Scheme.

The Scheme

1. Transfer of scheme shares

- (a) On the Effective Date, Bidco (or such of its nominee(s) as are agreed between Bidco and the Company) shall acquire all of the Scheme Shares, fully paid-up with full title guarantee, and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or other interests, and together with all rights attached thereto including voting rights and the right to receive all dividends and other distributions declared, paid or made by the Company by reference to a record date on or after the Effective Date.

- (b) For such purposes, the Scheme Shares shall be transferred to Bidco (and/or such of its nominee(s) as are agreed between Bidco and the Company) and to give effect to such transfers any person may be appointed by the Company as attorney and/or agent and/or otherwise and shall be authorised as such attorney and/or agent and/or otherwise on behalf of the relevant Scheme Shareholder to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer (including by means of CREST and whether as a deed or otherwise (as applicable)) of such Scheme Shares and every form, instrument or instruction of transfer so executed shall be as effective as if it had been executed by the holder or holders of the Scheme Shares thereby transferred.

2. **Authority pending registration of transfer and power of attorney**

- (a) With effect from the Effective Date and until the register of members of the Company is updated to reflect the transfer of the Scheme Shares to Bidco (and/or such of its nominee(s) as are agreed between Bidco and the Company) pursuant to clause 1(b), each Scheme Shareholder:
 - (i) irrevocably appoints Bidco and/or its nominee(s) as its attorney and/or agent (each an "**Attorney**");
 - (A) to sign on behalf of such Scheme Shareholder such documents, and do such things, as may in the opinion of one or more of the Attorneys be necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the relevant Scheme Shares; and
 - (B) without limitation to the generality of clause 2(a)(i)(A):
 - (I) to exercise on its behalf or refrain from exercising (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges attaching to its Scheme Shares;
 - (II) to sign any consent to short notice of a general or separate class meeting of the Company for and on behalf of such Scheme Shareholder; and
 - (III) to attend, and/or to execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Bidco to attend, general and separate class meetings of the Company and authorises the Company; and
 - (ii) authorises the Company and/or its agents to send to Bidco at its registered office any notice, circular, warrant or other document or communication which may be required to be sent to such Scheme Shareholder as a member of the Company in respect of their Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form); and

- (iii) each Scheme Shareholder irrevocably undertakes: (i) not to exercise any votes or any other rights attaching to the relevant Scheme Shares without the consent of Bidco; and (ii) not to appoint a proxy or representative for or to attend any general meeting or separate class meeting of the Company.
- (b) *With effect from the Effective Date, each Scheme Shareholder who has validly elected for the Alternative Offer irrevocably appoints the Company and/or Bidco and/or any one or more of their respective directors as its agent and/or attorney:*
 - (i) to sign on behalf of such Scheme Shareholder (in such form as Bidco may require) any exchange agreement, instrument of transfer, instrument, or other document deemed by Bidco (in its absolute discretion) to be necessary or desirable to effect the steps set out in clause 4(c); and
 - (ii) to execute and deliver as a deed on behalf of such Scheme Shareholder (in such form as Bidco may require), a deed of adherence by such Scheme Shareholder to the Topco Shareholders' Agreement.

3. Consideration for the transfer of Scheme Shares

In consideration of the transfer of the Scheme Shares to Bidco, Bidco shall, subject to the remaining provisions of this Scheme, pay or procure that there shall be paid to or for the account of each Scheme Shareholder (as appearing in the register of members of the AA at the Scheme Record Time) 35 pence in cash per Scheme Share held by the Scheme Shareholder at the Scheme Record Time.

4. The Alternative Offer

- (a) Conditional on and subject to the remainder of this clause 4, to the extent that any Scheme Shareholder (other than a Restricted Shareholder) validly elects for the Alternative Offer in respect of all of their Scheme Shares, Bidco shall, in consideration for the transfer of their Scheme Shares, and subject as herein provided, allot and issue to such Scheme Shareholder (as appearing in the register of members of the Company at the Scheme Record Time), Bidco Loan Notes in an aggregate nominal amount of £0.35 for each Scheme Share held by the Scheme Shareholder at the Scheme Record Time.
- (b) The Bidco Loan Notes will be constituted by an instrument in the form initialled for the purpose of identification by Linklaters LLP, solicitors for Bidco, with such modifications or additions, if any, as may be agreed by the Company and Bidco prior to the execution thereof.
- (c) Immediately following the transfer of Scheme Shares pursuant to clause 1(b) and the issue by Bidco of the Bidco Loan Notes, and conditional thereon, the relevant Scheme Shareholders shall sell and Topco shall purchase the Bidco Loan Notes in exchange for the issue of the relevant number of Topco B Ordinary Shares and Topco B Preference Shares in the capital of Topco which such Scheme Shareholder has validly elected to receive under the Alternative Offer. The Bidco Loan Notes will be acquired on the basis that the number of Topco B Ordinary Shares and Topco B Preference Shares

comprised in one Topco Unit will be issued for every three hundred and fifty (350) Bidco Loan Notes.

- (d) The issuance of Topco B Ordinary Shares and Topco B Preferences Shares pursuant to the Alternative Offer shall be conditional upon valid elections having been made for the Alternative Offer in respect of such number of Scheme Shares as shall correspond to at least ten (10) per cent. of the Topco Offer Shares. If the condition set out in this clause 4(d) is not met, any Scheme Shares the subject of an Alternative Offer Election shall be deemed to be Scheme Shares in respect of which no Alternative Offer Election has been made, and the consideration in respect of all Scheme Shares shall be settled by way of cash consideration.
- (e) The total number of Scheme Shares in respect of which Scheme Shareholders may elect for the Alternative Offer shall not exceed the Maximum Alternative Offer Shares. If valid Alternative Offer Elections are received which in aggregate, exceed this limit:
 - (i) the number of Scheme Shares in respect of which each Scheme Shareholder has made a valid Alternative Offer Election shall be scaled down to the proportion of such Scheme Shares that the Maximum Alternative Offer Shares bears to the total number of Scheme Shares in respect of which Alternative Offer Elections have been made (rounding such number of Scheme Shares down to the nearest whole number of Scheme Shares as determined necessary by Bidco in its absolute discretion); and
 - (ii) the balance of the Scheme Shares the subject of such Alternative Offer Election shall be deemed to be Scheme Shares in respect of which no Alternative Offer Election has been made and the balance of the consideration shall be settled in cash.
- (f) Fractions of Topco B Ordinary Shares and Topco B Preference Shares shall not be allotted or issued to Scheme Shareholders pursuant to this Scheme. The aggregate number of Topco B Ordinary Shares and Topco B Preference Shares to which a Scheme Shareholder shall be entitled under the Alternative Offer shall be rounded down to the nearest whole numbers of Topco B Ordinary Shares and Topco B Preference Shares respectively. In the event that a Scheme Shareholder has validly elected (or is deemed to have validly elected pursuant to the terms of the Scheme) to receive Topco B Ordinary Shares and Topco B Preference Shares in lieu of the cash consideration to which the Scheme Shareholder would otherwise be entitled, the balance of the consideration (after the effect of rounding fractional entitlements as described above) will be disregarded and not paid to such holder. For the purposes of determining fractional entitlements, each portion of a Scheme Shareholder's holding which is recorded in the register of members of the Company by reference to a separate designation at the Scheme Record Time, whether in certificated or uncertificated form, shall be treated as a separate holding.
- (g) The Topco B Ordinary Shares and Topco B Preference Shares issued pursuant to this clause 4 shall be issued credited as fully paid and together with all rights attaching thereto including, without limitation,

the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made by Topco in relation to such Topco B Ordinary Shares and Topco B Preference Shares (as applicable) by reference to a record date falling on or after the Effective Date.

- (h) Elections made by Scheme Shareholders under the Alternative Offer will not affect the entitlements of Scheme Shareholders who do make any such election.
- (i) Subject to clause 4(e) a Scheme Shareholder may only make an Alternative Offer Election in respect of their entire holding of Scheme Shares and any purported Alternative Offer Election in relation to part only of a Scheme Shareholder's holding of Scheme Shares shall be invalid. For these purposes each portion of a Scheme Shareholder's holding which is recorded in the register of members of the Company by reference to a separate designation at the Scheme Record Time, whether in certificated or uncertificated form, shall be treated as a separate holding.
- (j) Minor adjustments to the entitlements of Scheme Shareholders pursuant to elections made under this Scheme may be made by the Registrar with the prior consent of the Company and Bidco on a basis that the Company and Bidco consider to be fair and reasonable. Such adjustments shall be final and binding on Scheme Shareholders.
- (k) In the case of Scheme Shareholders who hold Scheme Shares in certificated form, an Alternative Offer Election shall be made by completion of a Form of Election which shall be signed by the Scheme Shareholder or his duly authorised attorney (or, in the case of a body corporate, executed by an authorised representative), and in the case of joint holders by or on behalf of all such holders. To be effective, the Form of Election must be completed and returned, in accordance with the instructions printed thereon so as to arrive by no later than the Election Return Time at Corporate Actions, Equiniti Limited, at Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. In the case of Scheme Shareholders who hold Scheme Shares in uncertificated form, an Alternative Offer Election shall be made by delivery of a TTE Instruction validly electing for the Alternative Offer by the Election Return Time.
- (l) If a Form of Election or TTE Instruction electing for the Alternative Offer is received after the Election Return Time or is received before such time but is not, or is deemed not to be, valid or complete in all respects at such time, then such election shall be void unless the Company and Bidco, in their absolute discretion, elect to treat as valid in whole or in part any such election.
- (m) Upon execution and delivery by a Scheme Shareholder of a valid Form of Election or TTE Instruction electing for the Alternative Offer, such Scheme Shareholder shall be bound by the terms and provisions contained in the Form of Election or the TTE Instruction (as the case may be) and by the terms and provisions contained in the part of the Scheme Circular entitled "Notes on Making an Alternative Offer Election".
- (n) A Form of Election duly completed and delivered or TTE Instruction electing for the Alternative Offer made in accordance with this clause

4 may be withdrawn by notice to the Registrar in writing (in the case of a Form of Election) or through CREST (in the case of a TTE Instruction) so as to be received, in either case, by no later than 11.00 a.m. on the date that is one Business Day prior to the date of the Court Hearing.

- (o) *If a Scheme Shareholder delivers more than one Form of Election or TTE Instruction electing for the Alternative Offer (in each case electing for the Alternative Offer) in respect of their Scheme Shares, in the case of an inconsistency between such Forms of Election or TTE Instructions, the last Form of Election or TTE Instruction which is delivered by the Election Return Time shall prevail over any earlier Form of Election or TTE Instruction. The delivery time for a Form of Election or TTE Instruction shall be determined on the basis of which Form of Election or TTE Instruction is last sent or, if the Registrar are unable to determine which is last sent, is last received. Forms of Election which are sent in the same envelope shall be treated for these purposes as having been sent and received at the same time and, in the case of an inconsistency between such Forms of Election, none of them shall be treated as valid (unless the Company and Bidco otherwise determine in their absolute discretion).*
- (p) If a Scheme Shareholder has elected for the Alternative Offer, then:
 - (i) the validity of the election shall not be affected by any alteration in the number of Scheme Shares held by such holder at any time prior to the Scheme Record Time; and
 - (ii) accordingly, the election shall apply, subject to clause 4(e), in respect of all of the Scheme Shares held by such holder at the Scheme Record Time.
- (q) Neither Bidco nor the Company shall be liable to any Scheme Shareholder in respect of any adjustment, decision or determination made pursuant to this clause 4.

5. **Dividends**

- (a) If on or after the date of this Scheme and prior to the Effective Date, any dividend and/or other distribution and/or other return of capital is declared, paid or made or becomes payable by AA, Bidco reserves the right to reduce the cash consideration payable (and, as the case may be, the consideration due under the Alternative Offer, assuming that the Alternative Offer were to equal the cash offer of 35 pence per Scheme Share) under the terms of the Scheme at such date by an amount per Scheme Share of such dividend and/or other distribution and/or other return of capital, except where the Scheme Share is, or will be, acquired pursuant to the Scheme on a basis which entitles Bidco to receive such dividend, distribution and/or other return of capital (as the case may be).
- (b) If any such dividend and/or other distribution and/or other return of capital occurs and Bidco exercises its rights described in clause 5(a), the relevant eligible Scheme Shareholder will be entitled to receive and retain such dividends and/or distributions and/or return of capital, and any reference in this Scheme to consideration payable under the Scheme will be deemed to be a reference to the consideration as so reduced. The exercise of such rights shall be the

subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme.

6. Overseas Shareholders

- (a) The provisions of clauses 4 and 5 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if in the case of any Scheme Shareholder having a registered address outside the United Kingdom or whom Bidco reasonably believes to be a citizen, resident or national of a country other than the United Kingdom, Bidco is advised that the issue of Topco B Ordinary Shares and/or Topco B Preferences Shares (and/or Bidco Loan Notes pursuant to clause 4(c)) would or may infringe the law of any such country or jurisdiction or would or may require compliance by the Company or Bidco or the relevant Scheme Shareholder (as the case may be) with any governmental or other consent or any registration, filing or other formality with which the Company or Bidco or the relevant Scheme Shareholder (as the case may be) is unable to comply or compliance with which (if it would or may require compliance by the Company or Bidco) the Company or Bidco (as the case may be) in its absolute discretion, regards as unduly onerous, then Bidco may, in its sole discretion, require the Company to treat such Scheme Shareholder as a Restricted Shareholder for the purposes of this Scheme and any purported election for the Alternative Offer made by such Scheme Shareholder shall be void, the omission to send a Form of Election to such Scheme Shareholder shall not constitute a breach by the Company or Bidco (as the case may be) of any of their respective obligations under this Scheme, and such Scheme Shareholder shall receive cash consideration for the transfer of their Scheme Shares in accordance with clause 3.
- (b) Neither Bidco nor the Company shall be liable to any Scheme Shareholder in respect of any determination made pursuant to this clause 6.

7. Settlement

- (a) In the case of Scheme Shares held in certificated form at the Scheme Record Time, settlement shall be effected as follows:
 - (i) settlement of any cash consideration to which the Scheme Shareholder is entitled (including pursuant to clause 4(e)) shall be settled by Bidco by cheque. Cheques shall be despatched within 14 days of the Effective Date; and
 - (ii) in the case of Scheme Shareholders who have validly elected for the Alternative Offer, Topco shall allot and issue (in the manner specified in clause 4(c)) the Topco B Ordinary Shares and Topco B Preference Shares which it is required to issue pursuant to clause 4 and procure the despatch of certificates for such shares, in each case to the persons entitled thereto.
- (b) In the case of Scheme Shares held in uncertificated form at the Scheme Record Time, settlement shall be effected as follows:

- (i) settlement of any cash consideration to which the Scheme Shareholder is entitled (including pursuant to clause 4(e)) shall be paid by means of CREST by Bidco procuring that Euroclear is instructed to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the cash consideration due to them as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date, in accordance with the CREST assured payment arrangements, provided that Bidco reserves the right to make such payment of said sums by cheque as set out in clause 7(a)(i) if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this clause 7(b)(i) or to do so would incur material additional costs; and
 - (ii) in the case of Scheme Shareholders who have validly elected for the Alternative Offer, Topco shall allot and issue (in the manner specified in clause 4(c)) the Topco B Ordinary Shares and Topco B Preference Shares which it is required to issue pursuant to clause 4, and procure the despatch of certificates for such shares, in each case to the persons entitled thereto.
- (c) The cumulative effect of the transfers and issuances described in clause 4(c) is that any Scheme Shareholders that make a valid election for the Alternative Offer will ultimately hold shares in Topco (and not Bidco).
- (d) As from the Effective Date, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.
- (e) All deliveries of notices, certificates and/or cheques required to be made under this Scheme shall be made by sending the same by first class post (or by international post or airmail, if overseas) (or by such other method as may be approved by the Panel), addressed to the person entitled thereto, to the address appearing in the register of members of the Company or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time.
- (f) All cheques shall be in pounds sterling and drawn on a United Kingdom clearing bank and shall be made payable to the Scheme Shareholder concerned or, in the case of joint holders, to the holder whose name stands first in the register of members of the Company in respect of the joint holding concerned at the Scheme Record Time and the encashment of any such cheque or the creation of any such assured payment obligation as is referred to in clause 7(a) and clause 7(b) shall be a complete discharge to Bidco for the monies represented thereby.
- (g) None of the Company, Bidco or their respective agents or nominees shall be responsible for any loss or delay in the transmission of the share certificates or cheques (as applicable) sent to Scheme Shareholders in accordance with this clause 7, which shall be posted at the risk of the Scheme Shareholder concerned.

8. **Certificates in respect of Scheme Shares**

With effect from the Effective Date:

- (a) all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder thereof shall be bound at the request of the Company to deliver up such certificates(s) to the Company (or any person appointed by the Company to receive the same) or to destroy the same;
- (b) Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form;
- (c) following the cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, the Registrar shall be authorised to materialize entitlements to such Scheme Shares; and
- (d) subject to the completion of such transfers, forms, instruments or instructions as may be required in accordance with paragraph 1(b) and the payment of any UK stamp duty thereon, the Company shall make appropriate entries in the register of members of the Company to reflect the transfer of the Scheme Shares to Bidco and/or its nominee(s).

9. **Mandates**

All mandates to the Company in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid, save that the Company may pay any dividend declared on or prior to the Effective Date in accordance with the mandates in relation to the payment of dividends in place on or prior to the Effective Date.

10. **Effective Time**

- (a) This Scheme shall become effective as soon as a copy of the order of the Court under Part 26 of the Companies Act sanctioning the Scheme shall have been delivered to the Registrar of Companies.
- (b) Unless this Scheme shall become effective on or before 30 June 2021 or such later date, if any, as the Company and Bidco may agree (with the Panel's consent) and the Court may allow, this Scheme shall never become effective.

11. **Modification**

The Company and Bidco may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose.

12. **Governing law**

This Scheme is governed by English law and is subject to the jurisdiction of the courts of England and Wales. The rules of the Takeover Code on Takeovers and Mergers apply to this Scheme.