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If you sell or transfer or have sold or otherwise transferred all your Ordinary Shares in the Company, please send this document as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. However, such documents should not be distributed, forwarded or transmitted in or into jurisdictions other than the United Kingdom if to do so would constitute a violation of the relevant laws and regulations in such other jurisdiction. If you have sold or transferred only part of your holding of Ordinary Shares in the Company, please retain this document and immediately consult the bank, stockbroker or other agent through which the sale or transfer was effected.

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## **New Energy One Acquisition Corporation Plc**

*(a public limited company incorporated under the laws of England and Wales with  
registered number 13727820)*

### **EXTENSION OF BUSINESS COMBINATION DEADLINE**

**and**

### **AMENDMENT OF ARTICLES OF ASSOCIATION**

**and**

### **NOTICE OF GENERAL MEETING**

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Formal notice convening a general meeting of the Company to be held at 10.00 a.m. on 14 June 2023 at the offices of Lazard & Co. Ltd, 50 Stratton Street, London W1J 8LL is set out at the end of this document. Shareholders will also find enclosed a Form of Proxy.

This document should be read as a whole. Your attention is drawn to the letter from the Chair of the Company which is set out on pages 5 to 12 of this document and which recommends that you vote in favour of the resolutions to be proposed at the General Meeting. Your attention is drawn to Section 6 “*General Meeting and Action to be Taken*” of Part I “*Letter from the Chair*” on page 9 of this document. The definitions used in this document are set out in Part IV “*Definitions*” starting on page 19 of this document.

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## EXPECTED TIMETABLE OF EVENTS

Event	Date and time
	<b>2023</b>
Posting of this document and Forms of Proxy .....	25 May
Redemption election through CREST available .....	25 May
Latest time and date for receipt of Forms of Proxy.....	10.00 a.m. on 12 June
Latest time and date for receipt of redemption requests in respect of Ordinary Shares.....	1.00 p.m. on 12 June
Voting record date for the General Meeting .....	6.30 p.m. on 12 June
General Meeting.....	10.00 a.m. on 14 June
Announcement of the result of the General Meeting .....	14 June
Redemption of Ordinary Shares and settlement of redemption monies through CREST or despatch of cheques in respect of redemption monies.....	21 June (or as soon as practicable thereafter)

### Notes

All references to times in the above timetable are to London time. Each of the times and dates in the above timetable is subject to change without further notice. If any of the above times and/or dates change, the revised time(s) and/or date(s) will be notified to Shareholders by an announcement through a Regulatory Information Service provider.

## GENERAL INFORMATION

### Cautionary note regarding forward-looking statements

This document contains forward-looking statements. The forward-looking statements include, but are not limited to, statements regarding the Company's or the Directors' expectations, hopes, beliefs, intentions or strategies regarding the future. In addition, any statement that refers to projections, forecasts or other characterisations of future events or circumstances, including any underlying assumptions, is a forward-looking statement. The words "anticipate", "believe", "continue", "could", "estimate", "expect", "intend", "may", "might", "plan", "possible", "potential", "predict", "project", "seek", "should", "would" and similar expressions, or in each case their negatives, may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

Forward-looking statements include all matters that are not historical facts. Forward-looking statements are based on the current expectations and assumptions regarding the Company, a Business Combination, the business, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Forward-looking statements are not guarantees of future performance and the Company's actual financial condition, actual results of operations and financial performance, and the development of the industries in which it operates or will operate, may differ materially from those made in or suggested by the forward-looking statements contained in this document. In addition, even if the Company's financial condition, results of operations and the development of the industries in which it operates or will operate, are consistent with the forward-looking statements contained in this document, those results or developments may not be indicative of financial condition, results of operations or developments in subsequent periods. Important factors that could cause actual results to differ materially from those in the forward-looking statements include regional, national or global, political, economic, social, business, technological, competitive, market and regulatory conditions.

Any forward-looking statement contained in this document applies only as of the date of this document and is expressly qualified in its entirety by these cautionary statements. Factors or events that could cause the Company's actual results to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this document to reflect any change in its expectations or any change in events, conditions or circumstances on which any forward-looking statement contained in this document is based, unless required to do so by applicable law, the Prospectus Regulation Rules, the Listing Rules, the Disclosure Guidance and Transparency Rules of the FCA or Regulation (EU) 596/2014 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**UK Market Abuse Regulation**").

## PART I

### LETTER FROM THE CHAIR

#### NEW ENERGY ONE ACQUISITION CORPORATION PLC

(a public limited company incorporated under the laws of England and Wales with registered number 13727820)

*Registered Office:*

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3-7 Temple Avenue  
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United Kingdom  
Tel: +44 0207 583 8304  
<https://www.neoa.london>

Volker Beckers, *Chair*  
Sanjay Mehta, *Executive Director*  
David Kotler, *Executive Director*  
Philip Aiken, *Independent Non-Executive Director*  
Tushita Ranchan, *Independent Non-Executive Director*  
Jadran Trevisan, *Non-Executive Director*

25 May 2023

To the Shareholders and, for information only, to persons with information rights

Dear Shareholder

#### **Extension of Business Combination Deadline and**

#### **Amendment of the Articles of Association**

**and**

#### **Notice of General Meeting**

### **1. INTRODUCTION**

Today, New Energy One Acquisition Corporation Plc (“NEOA” or the “**Company**”), a special purpose acquisition company, announced that it is seeking shareholder approval to extend the deadline by which it may complete a Business Combination to 15 March 2024.

NEOA was formed with the objective of offering a differentiated opportunity to invest in leaders in the Energy Transition sector, with a specific focus on the decarbonisation of fossil fuels. NEOA’s management has been focused on pursuing a Business Combination with a target company or business that is positioned to participate in or benefit from the global transition towards a low carbon economy. Within the Energy Transition sector and among the opportunities that NEOA has reviewed and continues to review, NEOA considers the carbon, capture, utilisation and storage (“CCUS”) business most compelling.

NEOA has engaged with a select number of opportunities about a potential Business Combination in the Energy Transition sector and, in particular, across the CCUS value chain. NEOA’s ambition is to create:

- amongst the first pure-play publicly listed CCUS companies; and
- a business operating across the CCUS value chain, incorporating carbon management, capture, utilisation, transportation and storage.

NEOA has signed a non-binding letter of intent in respect of one such CCUS opportunity.

Negotiations in relation to that potential Business Combination are at a preliminary stage and, while there is no certainty that any transaction can be completed, NEOA remains confident that with the benefit of this extension it would be able to complete this or another Business Combination.

NEOA has retained M&A advisers and legal counsel to assist with a potential Business Combination.

The proposed extension will require an amendment to the articles of association of the Company (the “**Articles of Association**”) which currently require the Company to complete a Business Combination by no later than the date falling fifteen months after the settlement date of the Company’s initial public offering (the “**IPO**”), being 16 June 2023.

The purpose of this letter is to give Shareholders further details of the Business Combination Extension, and to explain why the Board considers the Business Combination Extension to be in the best interests of the Company and Shareholders as a whole. This letter also includes a recommendation from the Board that Shareholders approve the resolutions to be proposed at the General Meeting.

Shareholders should read the entire document and not only rely on the information set out in this letter.

## 2. EXTENSION OF BUSINESS COMBINATION DEADLINE

In order to allow the Company additional time to complete a Business Combination, the Company is seeking an extension of the business combination deadline from 16 June 2023 (the “**Initial Business Combination Deadline**”) to 15 March 2024 (the “**Business Combination Extension**”), being less than the maximum time period permitted under Listing Rule 5.6.18AG(3).

At the time of the Company’s IPO an extension was not provided for. However, to allow the Company sufficient time to agree and consummate a Business Combination, the Board now considers that an extension to the Initial Business Combination Deadline is in the best interests of the Company.

The Articles of Association do not provide for an extension to the Initial Business Combination Deadline. Accordingly, the Company is convening an extraordinary general meeting to be held at 10.00 a.m. on 14 June 2023 to consider, and if thought fit, approve the Business Combination Extension by way of an amendment to the Articles of Association. Shareholders are not being asked to approve any Business Combination at the General Meeting.

The Company remains confident on the prospect of successfully consummating a Business Combination with the benefit of the Business Combination Extension by the revised Business Combination Deadline of 15 March 2024.

## 3. AVAILABILITY OF REDEMPTION RIGHTS

Pursuant to the Articles of Association, in the event that any amendment is proposed to be made to the Articles of Association: (A) to modify the substance or timing of the Company’s obligation to allow and effect redemption of Ordinary Shares held by Public Shareholders in connection with a Business Combination or to redeem 100% of the Ordinary Shares held by Public Shareholders if the Company does not consummate a Business Combination by the Business Combination Deadline; or (B) with respect to any other provision relating to Shareholders’ rights or pre-Business Combination activity (each, an “**Amendment**”), the Company shall provide the Public Shareholders with the opportunity to redeem their Ordinary Shares upon the approval of such Amendment.

The Business Combination Extension is therefore conditional upon Shareholder approval of the resolutions to: (i) disapply the operation of Article 25 of the Articles of Association in connection with the Amendment and the Business Combination Extension; and (ii) approve the Amendment of the Articles of Association to effect the Business Combination Extension, being obtained at the General Meeting (the “**Extension Resolutions**”). The disapplication of Article 25 of the Articles of Association in connection with the extension of the Business Combination Deadline is a procedural mechanism to provide sufficient time for the Company to satisfy redemption rights in connection with the Business Combination Extension while enabling the Amendment to become effective prior to the expiry of the Initial Business Combination Deadline. See Section 6 “*General Meeting and Action to be Taken*” of this Part I for further details in relation to approval of the Extension Resolutions.

Each of the Sponsor Entities has undertaken in respect of the Shares they hold to vote in favour of the Extension Resolutions.

The Amendment to effect the Business Combination Extension means that the Company will provide the Public Shareholders with the opportunity to redeem their Ordinary Shares, conditional upon the approval of such Amendment, in order to realise the investment they made at the time of the Offering if a Business Combination was not completed by the Initial Business Combination Deadline. See Section 7 “*Exercise of Redemption Rights in connection with the Business Combination Extension*” of this Part I for further details in relation to the exercise of redemption rights in connection with the Business Combination Extension.

The right of redemption in connection with the Amendment to effect the Business Combination Extension is in addition to the opportunity for Public Shareholders to redeem their Ordinary Shares in connection with a Business Combination if one is consummated or, if the Company has not completed a Business Combination by the Business Combination Deadline, in a Pre-Winding Up Redemption (subject to the Company having sufficient distributable reserves in order to fund such redemption in accordance with applicable law and sufficient cash proceeds in the Escrow Account).

This right of redemption in connection with the Business Combination Extension will apply whether or not a Public Shareholder votes in favour of the Extension Resolutions to approve the Business Combination Extension at the General Meeting. The amount in the Escrow Account for redemption of each Ordinary Share in connection with the Business Combination Extension is anticipated to be £10.325 (comprising £10.00 per Offer Share representing the amount subscribed for by Public Shareholders in the Offering, together with such Ordinary Shareholders’ pro rata entitlement to the Escrow Account Overfunding, expected to be £0.325 per Offer Share). Furthermore, the amount in the Escrow Account for redemption of each Ordinary Share in connection with the Business Combination Extension is anticipated to be the same for redemption of each Ordinary Share in connection with a Business Combination or in

a Pre-Winding Up Redemption, subject to sufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the Ordinary Shares held by Public Shareholders at such time. Any interest that accrues on the amount deposited in the Escrow Account, after deductions for any corporation tax charge thereon, will be set off against the amount initially contributed by the Sponsor Entities in respect of the Escrow Account Overfunding.

If the Extension Resolutions are approved at the General Meeting, any Public Shareholders that have elected to have all or a portion of their Ordinary Shares redeemed upon the approval of such Amendment by submitting a valid redemption election by the Redemption Election Time shall be paid in accordance with the redemption arrangements within five Trading Days of the General Meeting or as soon as practicable thereafter.

The redemption of Ordinary Shares held by a Public Shareholder does not trigger the repurchase or redemption of Public Warrants held by such Public Shareholder (if any). Accordingly, Public Shareholders whose Ordinary Shares are redeemed by the Company will retain all rights to any Public Warrants that they may hold at the time of such redemption.

Pursuant to the terms of the Insider Letter, the Sponsor Entities have agreed to waive any redemption rights they may have with respect to their Ordinary Shares in connection with the Business Combination Extension.

The Directors consider that the options available to Public Shareholders are to:

- approve the Business Combination Extension and retain their Ordinary Shares (and Public Warrants, as applicable);
- approve the Business Combination Extension and redeem their Ordinary Shares, but retain their Public Warrants (as applicable), which would provide such holders with the ability to benefit from a Business Combination, if agreed, if the Public Warrants become exercisable in accordance with their terms; or
- refuse to approve the Business Combination Extension, in which event, if the requisite majority of Shareholders do not approve the Extension Resolutions, the Company will cease all operations except for the purposes of winding up and commence a Pre-Winding Up Redemption (as defined below) in the manner contemplated in Section 5 below.

The Company considers that Public Shareholders should have the ability to decide to either give the Company additional time to complete a Business Combination or to have the Company proceed with a Pre-Winding Up Redemption and then liquidate the Company. See Section 9 “*Recommendation*” of this Part I for details of the Board’s recommendation.

#### **4. CONSEQUENCES OF APPROVING THE BUSINESS COMBINATION EXTENSION**

##### ***Consequences***

The approval of the Business Combination Extension will have certain consequences, including, but not limited to, the following:

- Shareholders may suffer a dilutive effect in the event of exercise of redemption rights in connection with the Business Combination Extension and redemption of Ordinary Shares may adversely affect the liquidity and price of the Ordinary Shares;
- the exercise of redemption rights in connection with the Business Combination Extension may mean that the Company no longer satisfies the free float requirement under the Listing Rules;
- the redemption of Ordinary Shares in connection with the Business Combination Extension will result in a diminution of funds in the Escrow Account available for use in connection with a Business Combination and the Company may need to raise additional third party financing which would dilute remaining Public Shareholders;
- if the funds available to the Company outside of the Escrow Account are insufficient to allow the Company to operate until the Business Combination Deadline, the Company may be unable to complete a Business Combination;
- erosion of the Company’s distributable reserves may cause it, unlike other special purpose acquisition companies, to be unable to redeem the Ordinary Shares in accordance with their terms or pay amounts relating to Escrow Account Overfunding given the need for the Company under English company law to have distributable reserves at least equal to the aggregate redemption price for the Ordinary Shares being redeemed and the amounts relating to Escrow Account Overfunding;
- the Company may not be able to complete a Business Combination by the Business Combination Deadline, as a result of which it would cease all operations except for the purposes of winding up, redeem the Ordinary Shares (to the extent possible) and commence a members’ voluntary liquidation, which could result in a loss of part of Ordinary Shareholders’ investment and any outstanding Public Warrants will expire worthless; and
- a Business Combination may not be agreed or complete, which may result in irrecoverable costs.

See Part II: “*Consequences of approving the Business Combination Extension*” of this document for further details.

### ***Takeover Code***

The Company has agreed with the Takeover Panel that redemptions of Ordinary Shares by Public Shareholders in connection with the Amendment and the Business Combination Extension will not trigger a mandatory bid for the Company under Rule 9 of the Takeover Code by either the Sponsor Concert Party or Eni.

For additional information, please see Section 9 “*Takeovers*” of Part XVIII “*Additional Information*” of the prospectus dated 9 March 2022 published by the Company (the “**IPO Prospectus**”), which is available on the Company’s website at <https://neoa.london>.

### ***Amendment of Warrant Instruments***

Subject to approval of the Business Combination Extension by way of approval of the Extension Resolutions at the General Meeting, following the General Meeting the Company intends to amend the Warrant Instruments to align the definition of “Business Combination Deadline” in the Warrant Terms & Conditions with the definition in the Articles of Association after giving effect to the Amendment. The Company intends to replace the existing definition of “Business Combination Deadline” in the Warrant Terms & Conditions with the words “has the meaning ascribed to in the Articles of Association”.

Pursuant to Section 10(ii) of the Warrant Terms & Conditions, the Company is permitted to change any provision of the Warrant Terms & Conditions, without the consent of holders of Warrants, with respect to, among other things, matters or questions arising under the Warrant Terms & Conditions as the Company may deem necessary or desirable and the Company deems not to adversely affect the rights of the holders of Warrants, provided that it does not change or is not expected to change in the good faith determination of the Board (taking into account advice of professional advisers) the classification of the Public Warrants and the Sponsor Warrants as equity in the Company’s financial statements (to the extent the Public Warrants and the Sponsor Warrants are classified as equity at any time). The Company does not expect the proposed change to the Warrant Terms & Conditions to change the classification of the Public Warrants and the Sponsor Warrants as equity in the Company’s financial statements or to adversely affect the rights of the holders of Warrants.

A notice to Warrant Holders setting out the amendments to the Warrant Instruments will be published following announcement of the results of the General Meeting and amendment of the Warrant Instruments.

## **5. CONSEQUENCES OF NOT APPROVING THE BUSINESS COMBINATION EXTENSION**

In the event that the Extension Resolutions are not approved, the Company will:

- not be able to complete a Business Combination by the Initial Business Combination Deadline;
- not give effect to any requests for redemption of Ordinary Shares that have been submitted in connection with the Business Combination Extension;
- cease all operations except for the purposes of winding up;
- as promptly as reasonably possible but not more than ten (10) Trading Days thereafter, in the “**Pre-Winding Up Redemption**”, first, redeem the Ordinary Shares held by Public Shareholders who elect, or, in the case of a Pre-Winding Up Redemption, who are automatically deemed to have elected, to tender their Ordinary Shares for redemption in accordance with the Articles of Association (“**Redeeming Shareholders**”) at a price per Ordinary Share equal to: (a) the gross proceeds of the issue of (i) the Offer Shares plus (ii) the Overfunding Shares, divided by (b) the number of Offer Shares (the “**Redemption Amount**”), payable in cash, save that where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the Ordinary Shares held by Public Shareholders at a price per Ordinary Share equal to the Redemption Amount, redeem only such number of Ordinary Shares held by Public Shareholders as can be redeemed at a price per Ordinary Share equal to the Redemption Amount and such Ordinary Shares shall be redeemed among the Public Shareholders pro rata to the number of Ordinary Shares held by them; and, second, conditional on the payment in full of the Redemption Amount in respect of each Ordinary Share held by Public Shareholders, redeem the Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price payable in cash, save that: (i) no amount shall be paid to an Excluded Person in respect of such number of Ordinary Shares as is equal to the number of Overfunding Shares to the extent the proceeds from the subscription of such Ordinary Shares have been actually applied towards the payment of the Redemption Amount to Redeeming Shareholders (and accordingly none of such Ordinary Shares shall be redeemed); and (ii) where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the aggregate number of Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price, only such number of Ordinary Shares shall be redeemed as can be redeemed at a price per Ordinary Share equal to the subscription price and such Ordinary Shares shall be redeemed among Excluded Persons pro rata to the number of Ordinary Shares held by them which redemption will extinguish, in each case, such Ordinary Shareholders’ rights in respect of such Ordinary Shares so redeemed (including the right to receive any distributions in a liquidation); and



- as promptly as reasonably possible following such Pre-Winding Up Redemption, subject to the approval of the remaining Shareholders and the Directors, initiate a members' voluntary liquidation and, subject to the Company's obligations under English law to have regard to the interests of creditors and the requirements of other applicable law, following the conclusion of that members' voluntary liquidation, be dissolved.

In such circumstances, there can be no assurance as to the particular amount or value of the remaining assets at any such future time either as a result of costs from any unsuccessful Business Combination, from other running costs or from other factors, including disputes or legal claims which the Company is required to pay out, the cost of the liquidation and dissolution process, applicable tax liabilities or amounts due to third party creditors.

For additional information, please see Section 15 "*Redemption and Liquidation if no Business Combination*" of Part VII "*Proposed Business Combination and Strategy*" of the IPO Prospectus, which is available on the Company's website at <https://neoa.london>.

## **6. GENERAL MEETING AND ACTION TO BE TAKEN**

### ***General Meeting***

The Business Combination Extension is conditional upon Shareholder approval of the Extension Resolutions being obtained at the General Meeting. Accordingly, the Directors are seeking approval of the Extension Resolutions as Special Resolutions to: (i) disapply the operation of Article 25 of the Articles of Association in connection with the Business Combination Extension pursuant to resolution 1; and (ii) conditional on the approval of resolution 1, authorise the Business Combination Extension by way of an Amendment to the Articles of Association and reinstate the application of Article 25 of the Articles of Association pursuant to resolution 2.

### **Shareholders are not being asked to approve a Business Combination at the General Meeting.**

If the Company is able to agree the terms of a Business Combination and enter into definitive binding agreements in respect of such transaction, the Company will in due course publish an FCA-approved prospectus and circular which will include a notice to convene an extraordinary general meeting to approve such Business Combination (among other related matters).

At the end of this document is a notice convening the General Meeting to be held at 10.00 a.m. on 14 June 2023 at the offices of Lazard & Co. Ltd, 50 Stratton Street, London W1J 8LL, at which the Extension Resolutions will be proposed.

### ***Forms of Proxy***

Shareholders who are registered in the register of members of the Company at 6.30 p.m. on 12 June 2023 (or, if the meeting is adjourned, at 6.30 p.m. on the date which is two days prior to the date of the adjourned meeting) are entitled to attend and vote, whether in person or by proxy, at the General Meeting.

Shareholders will find enclosed with this document a Form of Proxy for use in connection with the General Meeting. Shareholders are requested to complete, sign and return the Form of Proxy in accordance with the instructions printed thereon.

Shareholders are entitled to appoint a proxy to exercise all or any of their rights to attend and to speak and vote on their behalf at the General Meeting. A Shareholder may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that Shareholder. A proxy need not be a shareholder of the Company. A Form of Proxy which may be used to make such appointment and give proxy instructions is enclosed with this document.

If a Shareholder completes and returns a Form of Proxy such Shareholder may still attend and vote at the General Meeting in person should such Shareholders subsequently decide to do so, subject to any restrictions applicable to attendance in person.

To be valid any Form of Proxy or other instrument appointing a proxy must be received by the Registrar by post at Link Group, PXS1, 10th Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom or at the electronic address provided in the Form of Proxy, in each case by no later than 10.00 a.m. (London time) on 12 June 2023, being 48 hours before the time appointed for holding the meeting or any adjourned meeting.

## **7. EXERCISE OF REDEMPTION RIGHTS IN CONNECTION WITH THE BUSINESS COMBINATION EXTENSION**

### ***Exercise of redemption rights***

Public Shareholders may require the Company to redeem all or such portion of the Ordinary Shares held by them as such Public Shareholder may request in connection with the Business Combination Extension if the following conditions are met: (i) the Public Shareholder exercising its right to have its Ordinary Shares redeemed has notified the Company by submitting a valid redemption election by no later than the Redemption Election Time (as defined below); and (ii) the Extension Resolutions to effect the Business Combination Extension are approved at the General Meeting.

If a Public Shareholder does not wish to redeem any of its Ordinary Shares in connection with the Business Combination Extension, **it does not need to** submit a redemption election or take any other action.

The Company shall be entitled at its absolute discretion to determine the procedures for the redemption of the Ordinary Shares (subject to the facilities and requirements of CREST, the provisions of the Articles of Association and the Companies Act). Without prejudice to the Company's discretion, it is intended that the procedure described below shall apply.

### ***Redemption procedure***

Public Shareholders who are registered in the register of members of the Company are entitled to have their Ordinary Shares redeemed in connection with the Business Combination Extension if they submit a valid redemption election by no later than 1.00 p.m. on 12 June 2023 (the “**Redemption Election Time**”), being the date two Trading Days prior to the date of the General Meeting. Redemption elections are available from the date of this document for Public Shareholders.

Completion of a redemption request shall be deemed to include a representation and warranty to the Company that the Ordinary Shares held by such Public Shareholder for which redemption has been requested are free from and clear of all liens, charges and other encumbrances.

If Public Shareholders wish to redeem all or a portion of their Ordinary Shares in connection with the Business Combination Extension, they are required to submit their redemption election electronically through CREST or complete and return a Redemption Election Notice so as to be received by Link Market Services Limited (the “**Receiving Agent**”) by post at Link Market Services Limited, Corporate Actions, 10th Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom, in each case by no later than the Redemption Election Time.

Redemption requests for Ordinary Shares held in certificated or uncertificated form shall not be valid (unless the Company agrees otherwise) unless they are received by the Receiving Agent by the Redemption Election Time. The Company reserves the right to treat as valid redemption requests which are not entirely in order and shall be entitled (in its sole discretion) to accept late redemption requests.

If a Public Shareholder has any questions, please call Link Group on +44 (0) 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

### ***Redemption procedure: Ordinary Shares held in uncertificated form***

Any Public Shareholder holding Ordinary Shares in uncertificated form (i.e., in CREST) must send a properly authenticated transfer to escrow instruction (“**TTE instruction**”) by the Redemption Election Time to effect the transfer of the number of Ordinary Shares which such Public Shareholder wishes to redeem from its CREST account to the Receiving Agent's specified CREST account. Following the transfer to the Receiving Agent's CREST account and pending redemption of all or part of the Ordinary Shares, such Public Shareholder shall not be entitled to dispose of, encumber, charge or deal in any way whatsoever with the Ordinary Shares which have been so transferred.

A valid TTE instruction will need to include the following particulars:

- the ISIN for the Ordinary Shares, which is GB00BNZHM998;
- the number of Ordinary Shares being tendered for redemption;
- the participant ID of the holder of Ordinary Shares;
- the member account ID of the holder of Ordinary Shares, being the account from which the Ordinary Shares are to be debited;
- the participant account of Link Market Services Limited as the Receiving Agent (RA10);
- the member account ID of the Receiving Agent, which is 22906NEA;
- the corporate action number allocated by Euroclear, which can be obtained by viewing CREST prior to submission of the TTE instruction;
- the intended settlement date, which is 21 June 2023 (being the date five Trading Days after the General Meeting or as soon as practicable thereafter);
- delivery priority of at least 80; and
- a contact number in the shared note field.

CREST members and (where applicable) CREST sponsors should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timing and limitations will therefore apply in relation to the input of a TTE instruction and its settlement in connection with the exercise of the rights attaching to the Ordinary Shares held in CREST. It is the responsibility of the CREST member concerned to take (or, if the

CREST member is a CREST sponsored member, to procure that his CREST sponsor takes) such action as shall be necessary to ensure that a TTE instruction is effected and settled by the Redemption Election Time. In this connection, CREST members and (where applicable) their CREST sponsors, are referred in particular to those sections of the CREST Manual concerning the practical limitation of the CREST system and timings.

The Company may in its sole discretion:

- accept an alternative properly authenticated dematerialised instruction from a CREST member or (where applicable) a CREST sponsor in substitution for or in addition to a TTE instruction and subject to such further terms and conditions as the Company may determine;
- treat a properly authenticated instruction (the “first instruction”) as not constituting a valid TTE instruction if, at the time at which the Receiving Agent receives a properly authenticated dematerialised instruction giving details of the first instruction, either the Company or the Receiving Agent has received actual notice from Euroclear of any matters referred to in Regulation 35(5)(a) of the CREST Regulations in relation to the first instruction. These matters include notice that any information contained in the first instruction was incorrect or notice of lack of authority to send the first instruction; and
- accept an alternative instruction or notification from a CREST member or CREST sponsored member or (where applicable) a CREST sponsor, or extend the time for settlement of a TTE instruction or notification, in the event that, for reasons or due to circumstances outside the control of the CREST member or (where applicable) CREST sponsor, the CREST member or CREST sponsored member is unable to validly request the redemption of his Ordinary Shares by means of the procedures described above. In normal circumstances, this discretion is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST) or on the part of the facilities and/or systems operated by the Receiving Agent in connection with CREST.

#### ***Redemption process: Ordinary Shares held in certificated form***

Any Public Shareholder who holds its Ordinary Shares in certificated form should contact the Receiving Agent and request a Redemption Election Notice.

#### ***Redemption Amount***

The amount in the Escrow Account for redemption of each Ordinary Share in connection with the Business Combination Extension is anticipated to be £10.325 (comprising £10.00 per Offer Share representing the amount subscribed for by Public Shareholders in the Offering, together with such Ordinary Shareholders’ pro rata entitlement to the Escrow Account Overfunding, expected to be £0.325 per Offer Share). The Ordinary Shares will be redeemed by the Company in connection with the Business Combination Extension out of distributable reserves.

#### ***Settlement***

Public Shareholders who submit a valid redemption election to redeem all or a portion of their Ordinary Shares on or before the Redemption Election Time shall have such Ordinary Shares redeemed and payment in respect of such Ordinary Shares will be made by the Registrar within five Trading Days of the date of the General Meeting or as soon as practicable thereafter, subject to the Extension Resolutions having been approved at the General Meeting. The Company shall not be liable for any loss or damage suffered or incurred by any Redeeming Shareholder or any other person as a result of or arising out of late settlement, howsoever such loss or damage may arise.

Each payment of the Redemption Amount in respect of Ordinary Shares held in uncertificated form will take place through CREST by means of a CREST payment in favour of the relevant Redeeming Shareholder’s payment bank in respect of the redemption monies due, in accordance with the CREST payment arrangements. All documents, instructions and remittances sent by, to or from a Public Shareholder or its appointed agent will be sent at its own risk.

Each payment of the Redemption Amount in respect of any Ordinary Shares held in certificated form will be made by cheque made payable to the relevant Redeeming Shareholder(s) and shall be sent to the address specified by that Redeeming Shareholder, or in the case of joint holders, to the joint holder first named in the register of members (or, if none is specified, to the address of the Redeeming Shareholder as entered in the register of members in respect of such Ordinary Shares). Due payment of the cheques or warrants shall be in satisfaction of the Redemption Amount represented thereby. Every such cheque or warrant which is sent through the post shall be sent by first class post at the risk of the relevant Redeeming Shareholder(s).

## **8. NON-UNITED KINGDOM SHAREHOLDERS**

The distribution of this document in certain jurisdictions may be restricted by law. Persons into whose possession this document comes should inform themselves about and observe any such restrictions.

Shareholders who are not resident in the United Kingdom should note that they should satisfy themselves that they have fully observed any applicable legal requirements under the laws of their relevant jurisdiction in relation to the matters referred to in this document.

## **9. RECOMMENDATION**

The Directors consider the Business Combination Extension and the Extension Resolutions to be in the best interests of the Company and Shareholders taken as a whole and unanimously recommend that Shareholders vote in favour of the Extension Resolutions.

Yours faithfully

**Volker Beckers**

**Chair**

## PART II

### CONSEQUENCES OF APPROVING THE BUSINESS COMBINATION EXTENSION

***Public Shareholders may suffer a dilutive effect in the event of exercise of redemption rights in connection with the Business Combination Extension and redemption of Ordinary Shares may adversely affect the liquidity and price of the Ordinary Shares***

If the Business Combination Extension is approved and some of the Public Shareholders exercise their rights of redemption in respect of their Ordinary Shares, the Company shall be required to distribute a proportion of the funds standing to the credit of the Escrow Account to Public Shareholders and to redeem the relevant Ordinary Shares for which redemptions have been validly tendered. This will result in the number of Ordinary Shares in issue being reduced, while the number of Sponsor Shares, Public Warrants and Sponsor Warrants will remain unchanged.

Upon completion of a Business Combination, the remaining holders of the Ordinary Shares may therefore face increased dilution to their interests (as a result of more Public Warrants and Sponsor Warrants remaining outstanding, relative to the number of Ordinary Shares then in issue, and the conversion of Sponsor Shares at the conversion ratio in accordance with their terms).

Furthermore, if some of the Public Shareholders exercise their rights of redemption in respect of their Ordinary Shares, the number of Ordinary Shares in issue and held in public hands, excluding the Ordinary Shares held by the Sponsor Entities and subject to lock-up restrictions pursuant to the terms of the Insider Letter, will be reduced and this may, among other things, adversely affect the potential trading market for the Ordinary Shares. As such, Public Shareholders who do not redeem their Ordinary Shares in connection with the Business Combination Extension should not expect that they will necessarily be able to realise their investment in Ordinary Shares or Public Warrants within a period that they would regard as reasonable.

***The exercise of redemption rights in connection with the Business Combination Extension may mean that the Company no longer satisfies the free float requirement under the Listing Rules***

Pursuant to Listing Rule 5.2.1R, the FCA may cancel the listing of securities if it is satisfied that there are special circumstances that preclude normal regular dealings in them. Examples of circumstances where the FCA may cancel the listing of securities where it appears to the FCA that the issuer no longer satisfies its continuing obligations for listing include, under Listing Rule 5.2.2G(2), where the percentage of shares in public hands falls below 10% (the FCA may however allow a reasonable time to restore the percentage, unless this is precluded by the need to maintain the smooth operation of the market or to protect investors).

If the Business Combination Extension is approved and the number of Public Shareholders who exercise their rights of redemption in respect of their Ordinary Shares is such that the number of Ordinary Shares in issue and held in public hands (which excludes the Ordinary Shares held by the Sponsor Entities and subject to lock-up restrictions pursuant to the terms of the Insider Letter) will be reduced following settlement of redemptions such that: (i) the percentage of Ordinary Shares in public hands falls below 10% (meaning the Company would no longer comply with Listing Rule 14.2.2R); or (ii) the number of Ordinary Shares will not facilitate the smooth operation of the market, then, in each case, although the FCA may permit the Company a reasonable time to restore the percentage of shares held in public hands, the FCA may cancel the listing of the Ordinary Shares.

***The redemption of Ordinary Shares in connection with the Business Combination Extension will result in a diminution of funds in the Escrow Account available for use in connection with a Business Combination and the Company may need to raise additional third party financing which would dilute remaining Public Shareholders***

In the event that there is a significant exercise of redemption rights in connection with the Business Combination Extension, the Company will suffer a reduction in the funds available in the Escrow Account to fund a Business Combination (for which some or all of the consideration is to be financed in cash) or to develop the assets and operations of any target company or business following completion of a Business Combination. Furthermore, the Company may need to raise additional finance at the time of any Business Combination to pay any cash consideration if required, and to satisfy any minimum cash conditions under the transaction agreement(s), or to otherwise meet its financing requirements in connection with a Business Combination.

If the Company has insufficient funds available, the Company may be required to seek additional financing by issuing new equity or debt securities or securing debt financing. The Company may not receive sufficient support from its existing Shareholders or new investors to raise additional equity, and lenders may be unwilling to extend debt financing to the Company on attractive terms, or at all.

In addition, raising additional third party financing may involve dilutive equity issuances or the incurrence of indebtedness at higher than desirable levels. It is likely that the Company will decide that there is a need to raise to additional third party financing through the issue of a substantial number of additional Ordinary Shares to complete a Business Combination, either as consideration or via a private investment in public entity, or PIPE transaction. The issuance of additional Ordinary Shares: may significantly dilute the equity interest of remaining Public Shareholders; or could cause a change in control if a substantial number of Ordinary Shares are issued, which could, amongst other

things, result in the resignation or removal of the Company's present directors; and may adversely affect prevailing market prices for the Ordinary Shares and Public Warrants. Furthermore, this dilution would increase to the extent that the anti-dilution provision of the Sponsor Shares results in the issuance of Ordinary Shares on a greater than one-to-one basis upon conversion of the Sponsor Shares at the time of the Company's Business Combination, with the result that the Sponsor Entities will potentially experience significantly less dilution compared to Public Shareholders in such circumstances. These considerations may limit the Company's ability to complete a Business Combination or optimise the Company's capital structure.

***If the funds available to the Company outside of the Escrow Account are insufficient to allow the Company to operate until the Business Combination Deadline, the Company may be unable to complete a Business Combination***

The funds available to the Company outside of the Escrow Account may not be sufficient to allow the Company to operate until the revised Business Combination Deadline of 15 March 2024, assuming that a Business Combination is not completed prior to such date. The Company has incurred and expects to incur further significant expenses in connection with a Business Combination. If the Company requires additional financing and is unable to obtain it, such events may negatively impact the analysis regarding the Company's ability to continue as a going concern.

Of the funds available to the Company, the Company could use a portion of the funds available to it to pay fees to third parties. The Company might not have sufficient funds to continue searching for, or conduct due diligence with respect to, a target business. If the Company is unable to complete a Business Combination by the revised Business Combination Deadline, Public Shareholders may receive the Redemption Amount of £10.325 per Ordinary Share in the Pre-Winding Up Redemption, or less in some circumstances, and the Public Warrants will expire worthless.

***Erosion of the Company's distributable reserves may cause it, unlike other special purpose acquisition companies, to be unable to redeem the Ordinary Shares in accordance with their terms or pay amounts relating to Escrow Account Overfunding given the need for the Company under English company law to have distributable reserves at least equal to the aggregate redemption price for the Ordinary Shares being redeemed and the amounts relating to Escrow Account Overfunding***

Although the Company currently has sufficient distributable reserves to redeem all Public Shareholders in connection with the Business Combination Extension, these have reduced since the share capital reduction following the IPO. Further erosion of the Company's distributable reserves may prohibit the Company from redeeming some or all of the remaining Ordinary Shares that are not redeemed in full in accordance with their terms or paying amounts relating to the Escrow Account Overfunding, either in connection with a Business Combination or a future amendment to the Articles of Association, or prior to a winding-up of the Company if the Company fails to complete a Business Combination by the Business Combination Deadline. This is because, under the Companies Act, before the Company can lawfully redeem the Ordinary Shares (or otherwise make a distribution to Shareholders, such as paying an amount relating to the Escrow Account Overfunding), it must ensure that it has sufficient distributable reserves (being accumulated, realised profits, so far as not previously utilised by distribution or capitalisation, less accumulated, realised losses, so far as not previously written off in a reduction or reorganisation of capital duly made) at least equal to the aggregate redemption amount for the Ordinary Shares being redeemed, including the aggregate amount of the applicable Escrow Account Overfunding to be paid to Public Shareholders.

On 14 April 2022, pursuant to a shareholder resolution of the Company passed on 7 March 2022 and following the sanction of the High Court of England and Wales, the Company completed a share capital reduction whereby the amount standing to the credit of the Company's share premium account arising as a result of the statutory share premium paid on the issue and subscription for the Offer Shares and Sponsor Shares at the Offer Price was cancelled and transferred to distributable reserves. The dependence by the Company on its available level of distributable reserves to facilitate the redemption of the Ordinary Shares and payment of amounts relating to the Escrow Account Overfunding is unlike other special purpose acquisition companies which are incorporated in offshore jurisdictions or in other jurisdictions which are not subject to UK company law or UK accounting standards. As at 31 December 2022, the Company had distributable reserves of £166.4 million. While the distributable reserves position of the Company benefits from Eni's agreement not to redeem its 10% shareholding in the Ordinary Shares and LiveStream's agreement not to redeem its 0.5% shareholding in the Ordinary Shares and, in the case of a Pre-Winding Up Redemption, from the prioritisation of the redemption of Ordinary Shares held by Public Shareholders over Ordinary Shares held by the Sponsor Entities, it is possible, however, that because the Company does not have any trading activities and is expected to incur further losses from operating costs and will continue to operate at a loss, that such losses will continue to erode the Company's distributable reserves beyond this buffer. Although the Warrant Instruments were amended and restated on 19 December 2022 and the Public Warrants and Sponsor Warrants were remeasured to fair value and reclassified to equity on the Company's statement of financial position, a further change in the accounting treatment of the Ordinary Shares, the Public Warrants and/or the Sponsor Warrants which results in fair value movements of the Ordinary Shares, the Public Warrants and/or the Sponsor Warrants being recorded as a net gain or loss in the Company's income statement may also further erode the Company's distributable reserves and, in an extreme scenario, may entirely erode the Company's distributable reserves position to zero.

In circumstances where the Company's distributable reserves have been eroded beyond the buffer provided by the Sponsor Entities' commitment not to redeem their Ordinary Shares and, in the case of a Pre-Winding Up Redemption, the prioritisation of the redemption of Ordinary Shares held by Public Shareholders over Ordinary Shares held by the Sponsor Entities in a Pre-Winding Up Redemption, the Company will not have sufficient distributable reserves to pay the Redemption Amount per Ordinary Share to all Public Shareholders. In such circumstances, if Public Shareholders require immediate liquidity, they could attempt to sell Ordinary Shares in the open market. However, at such time the Ordinary Shares may trade at a discount to the Redemption Amount and the limitation on the Company's ability to redeem the Ordinary Shares and pay the Redemption Amount may have a material adverse impact on their market price. If the Company has insufficient distributable reserves available to it then it may be unable to redeem the Ordinary Shares held by Public Shareholders at all, either in connection with a Business Combination or an Amendment to the Articles of Association, or as part of a Pre-Winding Up Redemption. In accordance with the Articles of Association, the Company will not be able to enter into a Business Combination where it has insufficient distributable reserves and, as a result, the Company may need to generate sufficient distributable reserves in connection with a Business Combination to fund the Redemption Amount for the redemption of Ordinary Shares held by Public Shareholders or otherwise, in the event that there is no business combination by the Business Combination Deadline, wait until the return of capital that accompanies a winding-up of the Company (and in a liquidation the Ordinary Shares will rank equally in all respects, as adjusted for the rights attaching to the Overfunding Shares). In a liquidation, and there can be no assurance that the Company will have sufficient assets to fully or partially return to Ordinary Shareholders the amounts due to them (including in respect of any Escrow Account Overfunding).

***There is no certainty that the Company will be able to complete a Business Combination by the Business Combination Deadline, as a result of which it would cease all operations except for the purposes of winding up, redeem the Ordinary Shares (to the extent possible) and commence a members' voluntary liquidation, which could result in a loss of part of Ordinary Shareholders' investment and any outstanding Public Warrants will expire worthless***

There is no certainty that the Company will be able to complete a Business Combination by the revised Business Combination Deadline of 15 March 2024. The Company's ability to complete a Business Combination may be negatively impacted including, among other things, by general market conditions and volatility in the capital and debt markets, including as a result of geopolitical developments, macroeconomic and market conditions, interest rates, valuations or competition. Such market conditions could limit the Company's ability to complete a Business Combination, including as a result of increased market volatility, decreased market liquidity and third-party financing being unavailable on terms acceptable to the Company or at all. Furthermore, if the Company fails to complete a Business Combination its ability to complete any alternative Business Combination may be negatively impacted. See also "*A Business Combination may not be agreed or complete, which result in irrecoverable costs*" for further details.

If the Company has not completed a Business Combination by the Business Combination Deadline, it will: (1) cease all operations except for the purposes of winding up; (2) as promptly as reasonably possible but not more than ten (10) Trading Days thereafter, in the "**Pre-Winding Up Redemption**", first, redeem the Ordinary Shares held by Public Shareholders who elect, or, in the case of a Pre-Winding Up Redemption, who are automatically deemed to have elected, to tender their Ordinary Shares for redemption in accordance with the Articles of Association ("**Redeeming Shareholders**") at a price per Ordinary Share equal to: (a) the gross proceeds of the issue of (i) the Offer Shares plus (ii) the Overfunding Shares, *divided by* (b) the number of Offer Shares (the "**Redemption Amount**"), payable in cash, save that where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the Ordinary Shares held by Public Shareholders at a price per Ordinary Share equal to the Redemption Amount, redeem only such number of Ordinary Shares held by Public Shareholders as can be redeemed at a price per Ordinary Share equal to the Redemption Amount and such Ordinary Shares shall be redeemed among the Public Shareholders pro rata to the number of Ordinary Shares held by them; and, second, conditional on the payment in full of the Redemption Amount in respect of each Ordinary Share held by Public Shareholders, redeem the Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price payable in cash, save that: (i) no amount shall be paid to an Excluded Person in respect of such number of Ordinary Shares as is equal to the number of Overfunding Shares to the extent the proceeds from the subscription of such Ordinary Shares have been actually applied towards the payment of the Redemption Amount to Redeeming Shareholders (and accordingly none of such Ordinary Shares shall be redeemed); and (ii) where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the aggregate number of Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price, only such number of Ordinary Shares shall be redeemed as can be redeemed at a price per Ordinary Share equal to the subscription price and such Ordinary Shares shall be redeemed among Excluded Persons pro rata to the number of Ordinary Shares held by them which redemption will extinguish, in each case, such Ordinary Shareholders' rights in respect of such Ordinary Shares so redeemed (including the right to receive any distributions in a liquidation); and (3) as promptly as reasonably possible following such Pre-Winding Up Redemption, subject to the approval of the remaining Shareholders and the Directors, initiate a members' voluntary liquidation and, subject to the Company's obligations under English law to

have regard to the interests of creditors and the requirements of other applicable law, following the conclusion of that members' voluntary liquidation, be dissolved.

In such case, Public Shareholders could receive less than the Redemption Amount of £10.325 per Ordinary Share (comprising £10.00 per Offer Share representing the amount subscribed for in the Offering, together with their pro rata entitlement to the Escrow Account Overfunding, expected to be £0.325 per Offer Share) on the redemption of their Ordinary Shares, and the Public Warrants will expire worthless.

***A Business Combination may not be agreed or complete, which may result in irrecoverable costs***

Shareholders are not being asked to consider and vote on a Business Combination at the General Meeting. There can be no guarantee that terms for a Business Combination will be agreed even if the Business Combination Extension is approved. If terms are agreed, a Business Combination would be subject to, amongst other things, the approval of such Business Combination by Ordinary Shareholders (excluding any votes cast by Excluded Persons), and the conditions to a Business Combination may not be satisfied. If a Business Combination does not complete, including for reasons beyond the Company's control, such as the result of Shareholders voting against a Business Combination, the costs incurred up to that point for a Business Combination would likely not be recoverable.

Any such event that prevents the consummation of a Business Combination would result in a loss to the Company of the related costs incurred. The Sponsor Entities are under no obligation to finance such Excess Costs and may choose not to commit any further capital. As a result, the Company may not have the capital available to it to cover any costs to pursue a Business Combination. In addition, the failure of a Business Combination could be time consuming and as a result reduce the period of time which the Company has to complete any alternative Business Combination as it approaches the revised Business Combination Deadline. As a result, the failure of a Business Combination could materially adversely affect the Company's prospects of successfully completing any alternative Business Combination.



## PART III

### SUMMARY OF THE AMENDMENTS TO THE ARTICLES OF ASSOCIATION

#### *Resolution 1*

The disapplication of Article 25 of the Articles of Association as set out below in connection with the extension of the Business Combination Deadline pursuant to resolution 1 is a procedural mechanism to provide sufficient time for the Company to satisfy redemption rights in connection with the Business Combination Extension while enabling the Amendment to become effective prior to the expiry of the Initial Business Combination Deadline:

25. Notwithstanding any other provision of these Articles, the Company shall ensure that any and each Amendment proposed to be made shall take effect only upon the redemption in full at the Redemption Amount of each Ordinary Share tendered for redemption by Redeeming Shareholders. Any Amendment that is expressed to take effect other than conditionally upon such redemption shall be invalid and of no effect.

#### *Resolution 2*

Conditional on the approval of resolution 1, the Articles of Association are proposed to be amended pursuant to resolution 2 in the following manner:

*Amending Article 1.1 by deleting the words in red font and inserting the words in blue underline font as follows:*

“**Business Combination Deadline**” means ~~the date falling 15 months from the Settlement Date~~ 15 March 2024;

*Amending Article 22 by inserting the words in blue underline font as follows:*

22. Articles 22 to 26 shall apply until the Business Combination Completion Date. In the event that any amendment is proposed to be made to these Articles:

- (1) to modify the substance or timing of the Company's obligation (i) to allow and effect redemption of Ordinary Shares held by Public Shareholders in connection with a Business Combination or (ii) to redeem 100 per cent. (100%) of the Ordinary Shares held by Public Shareholders if the Company does not complete a Business Combination by the Business Combination Deadline; or
- (2) with respect to any other provision relating to members' rights or pre-Business Combination activity,

(each an “**Amendment**”) the Company shall provide each of the holders of Ordinary Shares (other than Excluded Persons) with the opportunity to have their Ordinary Shares redeemed upon the approval (irrespective of whether the holder of the Ordinary Shares voted to approve the resolution) of the Amendment at an amount per Ordinary Share payable in cash, equal to the Redemption Amount (an “Amendment Redemption”). Any amounts due to a Redeeming Shareholder in respect of an Amendment Redemption shall be paid by the Company within five (5) Trading Days of the date of the Amendment General Meeting (or as soon as practicable thereafter).

*Amending Article 27 by inserting the words in blue underline font as follows:*

27. In the event that (i) the Company does not consummate a Business Combination before the Business Combination Deadline or (ii) before the expiry of the Business Combination Deadline, the Directors decide it is in the best interests of the Company to not pursue a Business Combination, the Company shall:

- (1) cease all operations except for the purpose of winding up;
- (2) as promptly as possible but not more than ten (10) Trading Days thereafter:
  - (a) first, redeem the Ordinary Shares held by Public Shareholders at a price per Ordinary Share equal to the Redemption Amount payable in cash, save that where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the Ordinary Shares held by Public Shareholders at a price per Ordinary Share equal to the Redemption Amount, redeem only such number of Ordinary Shares held by Public Shareholders as can be redeemed at a price per Ordinary Share equal to the Redemption Amount and such Ordinary Shares shall be redeemed among the Public Shareholders pro rata to the number of Ordinary Shares held by them; and
  - (b) second, conditional on the payment in full of the Redemption Amount in respect of each Ordinary Share held by Public Shareholders, redeem the Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price payable in cash, save that: (i) no amount shall be paid to an Excluded Person in respect of such number of Ordinary Shares that is equal to the number of Overfunding Shares to the extent the proceeds from the subscription of such Ordinary Shares have been actually applied towards the payment of the Redemption Amount to Redeeming Shareholders

(and accordingly none of such Ordinary Shares shall be redeemed); and (ii) where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the aggregate number of Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price, only such number of Ordinary Shares shall be redeemed as can be redeemed at a price per Ordinary Share equal to the subscription price and such Ordinary Shares shall be redeemed among Excluded Persons pro rata to the number of Ordinary Shares held by them,

(a “**Pre-Winding Up Redemption**”), which redemption will extinguish such Ordinary Shareholders’ rights in respect of such Ordinary Shares so redeemed (including the right to receive any Liquidation Distribution); and

- (3) as promptly as reasonably possible following such Pre-Winding Up Redemption, subject to the approval of the Company’s remaining members through a Special Resolution and the Directors, enter into a members’ voluntary liquidation and following the conclusion of the liquidation, be dissolved,

subject, in each case, to its (and the Directors’) obligations under English law to have regard to the interests of creditors and the requirements of Applicable Law.

*Reinstating the application of Article 25 of the Articles of Association as set out below with effect from the payment in full of the Redemption Amount for each Ordinary Share validly tendered for redemption by Redeeming Shareholders in connection with the Amendment and the Business Combination Extension:*

25. Notwithstanding any other provision of these Articles, the Company shall ensure that any and each Amendment proposed to be made shall take effect only upon the redemption in full at the Redemption Amount of each Ordinary Share tendered for redemption by Redeeming Shareholders. Any Amendment that is expressed to take effect other than conditionally upon such redemption shall be invalid and of no effect.

## PART IV

### DEFINITIONS

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

“Amendment” .....	any proposed amendment to the Articles of Association (A) to modify the substance or timing of the Company’s obligation (i) to allow and effect redemption of Ordinary Shares held by Public Shareholders in connection with a Business Combination or (ii) to redeem 100% of the Ordinary Shares held by Public Shareholders if the Company does not complete a Business Combination by the Business Combination Deadline or (B) with respect to any other provision relating to Shareholders’ rights or pre-Business Combination activity;
“Articles of Association” .....	the memorandum and articles of association of the Company, as at the date of this document;
“Board” .....	the board of Directors of the Company;
“Business Combination” .....	a merger, share exchange, asset acquisition, share purchase, reorganisation or similar business combination involving the Company either with a single company or business or simultaneously with more than one company or business;
“Business Combination Completion Date” .....	the date of completion of a Business Combination;
“Business Combination Deadline” .....	the deadline by which the Company must complete a Business Combination;
“Business Combination Extension” .....	the extension of the Initial Business Combination Deadline to 15 March 2024;
“CCUS” .....	carbon capture, utilisation and storage;
“Companies Act” .....	the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force;
“Company” .....	New Energy One Acquisition Corporation Plc, a public limited company incorporated in England and Wales;
“CREST Regulations” .....	The Uncertificated Securities Regulations 2001 (SI 2001 No.3755);
“CREST” or “CREST System” .....	the UK-based system for the paperless settlement of trades in listed securities, of which Euroclear UK & International Limited is the operator;
“Directors” .....	the directors of the Company;
“Disclosure Guidance and Transparency Rules” or “DTR” .....	the disclosure guidance and transparency rules of the FCA made in accordance with section 73A of the FSMA;
“Energy Transition” .....	the global transition towards a low carbon economy;
“Eni” .....	Eni International B.V., a limited liability company ( <i>besloten vennootschap</i> ) registered under the laws of the Netherlands with registration number 803659829;
“Escrow Account” .....	the escrow account opened by the Company with the Escrow Agent;
“Escrow Account Overfunding” .....	the gross proceeds from the subscription at the Offer Price by the Sponsor Entities of the Overfunding Shares, representing 3.25% of the gross proceeds of the Offering, less the net amount of any accrued interest on the total aggregate amount held in the Escrow

	Account between the Settlement Date and the earlier of the Business Combination Completion Date and the Business Combination Deadline, which will be used to provide additional cash funding for the redemption of Ordinary Shares by Public Shareholders on a pro rata basis;
<b>“Escrow Agent”</b> .....	HSBC Bank plc;
<b>“Euroclear”</b> .....	Euroclear UK & International Limited;
<b>“Excluded Persons”</b> .....	means the Sponsor Entities, the Directors, the Strategic Advisers, any founding shareholder of the Company and such other persons as are prevented from voting on a resolution to approve a Business Combination by the Listing Rules from time to time;
<b>“Extension Resolutions”</b> .....	the resolutions of the Company to be passed at the General Meeting to: (i) disapply the operation of Article 25 of the Articles of Association in connection with the Amendment and the Business Combination Extension; and (ii) approve the Amendment of the Articles of Association to effect the Business Combination Extension;
<b>“FCA”</b> .....	the UK Financial Conduct Authority;
<b>“Form of Proxy”</b> .....	the form of proxy accompanying this document in respect of the General Meeting;
<b>“FSMA”</b> .....	the UK Financial Services and Markets Act 2000, as amended;
<b>“General Meeting”</b> .....	the general meeting of the Company to approve the Business Combination Extension;
<b>“IPO”</b> .....	the initial public offering of the Company which completed on 16 March 2022;
<b>“IPO Proceeds”</b> .....	the aggregate gross proceeds of £175,000,000 from the Offering and the Subscription;
<b>“IPO Prospectus”</b> .....	the prospectus dated 9 March 2022 published by the Company;
<b>“Initial Business Combination Deadline”</b> .....	the date that is 15 months from the date on which settlement of the Offering occurred;
<b>“Insider Letter”</b> .....	the letter agreement entered into by the Sponsor Entities and the Directors with the Company dated 9 March 2022;
<b>“Listing Rules”</b> .....	the listing rules made by the FCA under section 73A of the FSMA, as amended from time to time;
<b>“LiveStream”</b> .....	LiveStream LLC, a limited liability company registered under the laws of the State of Delaware;
<b>“London Stock Exchange”</b> .....	London Stock Exchange plc;
<b>“Offer Price”</b> .....	price per Ordinary Share of £10.00 in the Offering and Subscription;
<b>“Offer Shares”</b> .....	15,654,604 Ordinary Shares offered by the Company at the Offer Price in the Offering;
<b>“Offering”</b> .....	the initial offering of 15,654,604 Offer Shares at a price per Ordinary Share of £10.00 to certain institutional investors which closed on 16 March 2022;
<b>“Ordinary Shareholders”</b> .....	holders of Ordinary Shares;

<b>“Ordinary Shares”</b> .....	redeemable (until completion of a Business Combination) ordinary shares in the capital of the Company with a par value of £0.001;
<b>“Overfunding Shares”</b> .....	the subscription of 508,775 Ordinary Shares by the Sponsor Entities, which will be used to provide additional cash funding for the redemption of Ordinary Shares by Public Shareholders on a pro rata basis;
<b>“PR Regulation”</b> .....	the UK version of Commission Delegated Regulation (EU) 2019/980 (supplementing Regulation (EU) 2017/1129) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended;
<b>“Pre-Winding Up Redemption”</b> .....	a redemption of the Ordinary Shares if (i) the Company fails to complete a Business Combination prior to the Business Combination Deadline or (ii) before the expiry of the Business Combination Deadline, the Directors decide it is in the best interests of the Company to not pursue a Business Combination;
<b>“Promote Schedule”</b> .....	the terms and performance-related conditions of the Sponsor Shares as described in the Articles of Association and the IPO Prospectus;
<b>“Prospectus Regulation”</b> .....	Regulation (EU) 2017/1129, as amended;
<b>“Prospectus Regulation Rules”</b> .....	the prospectus regulation rules of the FCA made pursuant to section 73A of the FSMA, as amended from time to time;
<b>“Public Shareholder”</b> .....	a person (other than an Excluded Person) who holds Ordinary Shares;
<b>“Public Warrants”</b> .....	the warrants of the Company issued to subscribers of Offer Shares in the Offering and subscribers of Subscription Shares in the Subscription on 16 March 2022 on the basis of one warrant of the Company for every two Offer Shares;
<b>“Receiving Agent”</b> .....	Link Market Services Limited;
<b>“Redeeming Shareholder”</b> .....	a Public Shareholder who elects, or, in the case of a Pre-Winding Up Redemption, who is automatically deemed to have elected, to tender its Ordinary Shares for redemption in accordance with the Articles of Association;
<b>“Redemption Amount”</b> .....	an amount per Ordinary Share equal to: (a) the gross proceeds of the issue of (i) the Offer Shares plus (ii) the Overfunding Shares; <i>divided by</i> (b) the number of Offer Shares;
<b>“Redemption Date”</b> .....	the date set by the Board for the redemption of the relevant Ordinary Shares or Warrants being redeemed (as applicable);
<b>“Redemption Election Notice”</b> .....	a redemption election notice for Public Shareholders who hold their Ordinary Shares in certificated form to exercise redemption rights in connection with the Business Combination Extension;
<b>“Redemption Election Time”</b> .....	1.00 p.m. on 12 June 2023, being the date two Trading Days prior to the date of the General Meeting
<b>“Registrar”</b> .....	Link Market Services Limited, or any other registrar appointed by the Company from time to time, as registrar for the Ordinary Shares and the Sponsor Shares, and as warrant registrar for the Public Warrants and the Sponsor Warrants;
<b>“Settlement Date”</b> .....	16 March 2022;
<b>“Shareholder”</b> .....	a holder of Shares in the Company;

<b>“Shares”</b> .....	the shares in the Company outstanding from time to time and including the Ordinary Shares and the Sponsor Shares;
<b>“Special Resolution”</b> .....	a resolution of the Company passed by a majority of not less than 75% in accordance with section 283 of the Companies Act;
<b>“Sponsor Concert Party”</b> .....	LiveStream (of which Sanjay Mehta is the sole shareholder) and Access Capital Limited (of which David Kotler and Salman Haq each own 18% of the shares);
<b>“Sponsor Entities”</b> .....	LiveStream and Eni;
<b>“Sponsor Shares”</b> .....	the ordinary shares issued to the Sponsor Entities of par value of £0.001 each, which convert to Ordinary Shares in accordance with the Promote Schedule;
<b>“Sponsor Warrants”</b> .....	the warrants issued to the Sponsor Entities in a private placement which closed simultaneously with the closing of the Offering;
<b>“Strategic Advisers”</b> .....	Sir Peter Gershon, Amber Rudd and Randy Chen;
<b>“Subscription”</b> .....	the subscription for the Subscription Shares by the Sponsor Entities in a private placement which closed simultaneously with the closing of the Offering;
<b>“Subscription Shares”</b> .....	1,845,396 Ordinary Shares subscribed by the Sponsor Entities in the Subscription;
<b>“Takeover Code”</b> .....	the City Code on Takeovers and Mergers;
<b>“Takeover Panel”</b> .....	the Panel on Takeovers and Mergers, being the body established in the UK to issue and administer the Takeover Code;
<b>“Trading Day”</b> .....	a day on which the London Stock Exchange is open for trading;
<b>“UK Market Abuse Regulation”</b> .....	Regulation (EU) No 596/2014 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended;
<b>“UK Prospectus Regulation”</b> .....	Regulation (EU) 2017/1129 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended;
<b>“Uncertificated Holders”</b> .....	the holders of uncertificated Ordinary Shares;
<b>“uncertificated” or “uncertificated form”</b> .....	in relation to an Ordinary Share or Public Warrant, title to which is recorded in the relevant register of the Ordinary Share or Public Warrant concerned as being held in uncertificated form (that is, in CREST) and title to which may be transferred by using CREST;
<b>“United Kingdom” or “UK”</b> .....	the United Kingdom of Great Britain and Northern Ireland;
<b>“Warrant Instruments”</b> .....	the instruments constituting the Public Warrants and the Sponsor Warrants, respectively, entered into by the Company on 9 March 2022 as amended and restated on 19 December 2022;
<b>“Warrant Terms &amp; Conditions”</b> .....	the terms and conditions in respect of the Public Warrants and the Sponsor Warrants; and
<b>“Warrants”</b> .....	the Public Warrants and the Sponsor Warrants.

## NOTICE OF GENERAL MEETING

### NEW ENERGY ONE ACQUISITION CORPORATION PLC

(a public limited company incorporated under the laws of England and Wales with registered number 13727820)

*Registered Office:*

201 Temple Chambers  
3-7 Temple Avenue  
London EC4Y 0DT  
United Kingdom  
Tel: +44 0207 583 8304

<https://www.neoa.london>

**NOTICE IS HEREBY GIVEN THAT A GENERAL MEETING** of New Energy One Acquisition Corporation Plc (“NEOA” or the “**Company**”) will be held at 10.00 a.m. on 14 June 2023 at the offices of Lazard & Co. Ltd, 50 Stratton Street, London W1J 8LL to consider and, if thought fit, to pass the following resolutions (the “**Extension Resolutions**”) as Special Resolutions.

For the purposes of this notice of general meeting, capitalised terms used but not defined herein shall (unless the context otherwise requires) have the meaning ascribed to them in the document dated 25 May 2023, of which this notice convening the General Meeting forms part.

*Special business*

#### **Resolution 1 – Disapplication of Article 25 of the Articles of Association in connection with the Business Combination Extension**

To consider and, if thought fit, to pass the following resolution which will be proposed as a Special Resolution of Shareholders **TO:**

disapply with immediate effect the operation of Article 25 of the Articles of Association in connection with the Amendment and the Business Combination Extension until the payment in full of the Redemption Amount for each Ordinary Share validly tendered for redemption by Redeeming Shareholders in connection with the Amendment and the Business Combination Extension;

#### **Resolution 2 – Amendment of Articles of Association, Business Combination Extension and Reinstatement of Article 25 of the Articles of Association**

Conditional on the passing of Resolution 1, to consider and, if thought fit, to pass the following resolution which will be proposed as a Special Resolution of Shareholders **TO:**

(A) with effect from the closing of the General Meeting, amend the Articles of Association by:

- i. amending Article 1(1) by deleting the definition of “Business Combination Deadline” and replacing such definition with the following:  
““**Business Combination Deadline**” means 15 March 2024;”;
- ii. amending Article 22 by inserting at the end of the final sentence the following:  
“(or as soon as practicable thereafter)”; and
- iii. amending Article 27 by deleting the existing wording in full and inserting the following:  
“In the event that (i) the Company does not consummate a Business Combination before the Business Combination Deadline or (ii) before the expiry of the Business Combination Deadline, the Directors decide it is in the best interests of the Company to not pursue a Business Combination, the Company shall:
  - (1) cease all operations except for the purpose of winding up;
  - (2) as promptly as possible but not more than ten (10) Trading Days thereafter:
    - (a) first, redeem the Ordinary Shares held by Public Shareholders at a price per Ordinary Share equal to the Redemption Amount payable in cash, save that where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the Ordinary Shares held by Public Shareholders at a price per Ordinary Share equal to the Redemption Amount, redeem only such number of Ordinary Shares held by Public Shareholders as can be redeemed at a price per Ordinary Share equal to the Redemption Amount and such Ordinary

Shares shall be redeemed among the Public Shareholders pro rata to the number of Ordinary Shares held by them; and

- (b) second, conditional on the payment in full of the Redemption Amount in respect of each Ordinary Share held by Public Shareholders, redeem the Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price payable in cash, save that: (i) no amount shall be paid to an Excluded Person in respect of such number of Ordinary Shares that is equal to the number of Overfunding Shares to the extent the proceeds from the subscription of such Ordinary Shares have been actually applied towards the payment of the Redemption Amount to Redeeming Shareholders (and accordingly none of such Ordinary Shares shall be redeemed); and (ii) where the Company has insufficient distributable reserves and/or cash proceeds in the Escrow Account to redeem the aggregate number of Ordinary Shares held by Excluded Persons at a price per Ordinary Share equal to the subscription price, only such number of Ordinary Shares shall be redeemed as can be redeemed at a price per Ordinary Share equal to the subscription price and such Ordinary Shares shall be redeemed among Excluded Persons pro rata to the number of Ordinary Shares held by them,

(a “**Pre-Winding Up Redemption**”), which redemption will extinguish such Ordinary Shareholders’ rights in respect of such Ordinary Shares so redeemed (including the right to receive any Liquidation Distribution); and

- (3) as promptly as reasonably possible following such Pre-Winding Up Redemption, subject to the approval of the Company’s remaining members through a Special Resolution and the Directors, enter into a members’ voluntary liquidation and following the conclusion of the liquidation, be dissolved,

subject, in each case, to its (and the Directors’) obligations under English law to have regard to the interests of creditors and the requirements of Applicable Law.”; and

- (B) with effect from the payment in full of the Redemption Amount for each Ordinary Share validly tendered for redemption by Redeeming Shareholders in connection with the Amendment and the Business Combination Extension, reinstate the operation of Article 25 of the Articles of Association.

By Order of the Board

25 May 2023

Company Secretary

One Advisory Limited

201 Temple Chambers

3-7 Temple Avenue

London EC4Y 0DT

United Kingdom

Registered in England and Wales No. 13727820

## Notes

1. In accordance with Article 39 of the Articles of Association, to be entitled to attend and vote, whether in person or by proxy, at the General Meeting (and for the purpose of the determination by the Company of the votes they may cast), Shareholders must be registered in the register of members of the Company at 6.30 p.m. on 12 June 2023 (or, if the meeting is adjourned, at 6.30 p.m. on the date which is two days prior to the date of the adjourned meeting). Changes to entries on the register of members of the Company after this time shall be disregarded in determining the rights of persons to attend or vote (and the number of votes they may cast) at the General Meeting.
2. Shareholders are entitled to appoint a proxy to exercise all or any of their rights to attend and to speak and vote on their behalf at the meeting. A shareholder may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares



held by that shareholder. A proxy need not be a shareholder of the Company. A Form of Proxy which may be used to make such appointment and give proxy instructions accompanies this notice.

3. To be valid any Form of Proxy or other instrument appointing a proxy must be received by the Registrar by post at Link Group, PXS1, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL, United Kingdom or at the electronic address provided in the Form of Proxy, in each case no later than 48 hours before the time appointed for holding the meeting or any adjourned meeting.
4. The return of a completed Form of Proxy, other such instrument or any CREST Proxy Instruction (as described in paragraph 9 below) will not prevent a shareholder attending the General Meeting and voting in person if he/she wishes to do so.
5. Any person to whom this notice is sent who is a person nominated under Section 146 of the Companies Act to enjoy information rights (a “**Nominated Person**”) may, under an agreement between him/her and the shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights.
6. The statement of the rights of shareholders in relation to the appointment of proxies in paragraphs 2 and 4 above does not apply to Nominated Persons. The rights described in these paragraphs can only be exercised by Shareholders.
7. As at 25 May 2023, the Company’s issued share capital consists of 17,500,000 Ordinary Shares and 4,375,000 Sponsor Shares with voting rights, each carrying one vote on each of the Extension Resolutions. Therefore, the total voting rights in the Company as at the date of this document are 21,875,000.
8. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
9. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications, and must contain the information required for such instruction, as described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer’s agent (ID RA10) by the latest time(s) for the receipt of proxy appointments specified in paragraph 1. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the issuer’s agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
10. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
11. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
12. Unless otherwise indicated on the Form of Proxy, CREST or any other electronic voting instruction, the proxy will vote as they think fit or, at their discretion withhold from voting.
13. Any corporation which is a Shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a Shareholder provided that they do not do so in relation to the same shares.
14. Any Shareholder attending the meeting has the right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the meeting but no such answer need be given if (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information, (b) the answer has already been given on a website in the form of an answer to

a question, or (c) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

15. A copy of this notice, and any other information required by Section 311A of the Companies Act, can be found on the Company's website at <https://neoa.london>.