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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

30 July 2021

**Recommended Cash Offer**

**for**

**Cambria Automobiles plc**

**by**

**Cambria Bidco Limited**

**FINAL<sup>[1]</sup> INCREASED OFFER PRICE AND SWITCH FROM SCHEME OF ARRANGEMENT TO A TAKEOVER OFFER**

## **Introduction**

On 9 June 2021, the boards of Cambria Bidco Limited ("**Bidco**") and Cambria Automobiles plc ("**Cambria**") issued an announcement (the "**Rule 2.7 Announcement**") stating that they had reached agreement on the terms of a recommended cash offer for the entire issued and to be issued share capital of Cambria (the "**Original Offer**") to be made by Bidco, to be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Scheme**"), or, if Bidco elected, with the consent of the Panel, a Takeover Offer under Part 28 of the Companies Act 2006 (a "**Takeover Offer**").

Capitalised terms used but not defined in this announcement (this "**Announcement**") have the meanings given to them in the scheme document in relation to the Offer published and made available to Cambria Shareholders and, for information only, to participants in the Cambria Share Option Scheme and persons with information rights on 23 June 2021 (the "**Scheme Document**").

Following discussions between Bidco and Cambria, Bidco today announces the terms of the Final Cash Offer and a switch from a scheme of arrangement to a Takeover Offer.

## **Final increased Cash Offer**

Bidco is pleased to announce the terms of a final increased Cash Offer comprising 82.5 pence in cash for each Cambria Share (the "**Final Cash Offer**"), which has been unanimously recommended by the Independent Committee.

Under the terms of the Final Cash Offer, each Cambria Shareholder will be entitled to receive:

<b>for each Cambria Share</b>	<b>82.5 pence in cash</b>
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The Alternative Offer will remain available to Cambria Shareholders (other than Restricted Overseas Shareholders) on unchanged terms as previously described in the Scheme Document.

**The Final Cash Offer will not be increased, except that Bidco reserves the right to amend the Final Cash Offer if on or after the date of this Announcement, there is an announcement of a possible offer or firm intention to make an offer for Cambria by a third party.**

## **Financing of the Final Cash Offer**

The Final Cash Offer will be financed by way of debt commitments to be made available to Bidco under the Facilities Agreement, and funds made available to Bidco by way of additional debt and equity financing provided by Mark Lavery to Cambria Investments and Bidco, as will be more fully described in the Offer Document.

finnCap, in its capacity as financial adviser to Bidco, is satisfied that the resources available to Bidco are sufficient to satisfy in full the cash consideration payable to Cambria Shareholders under the terms of the Final Cash Offer.

## **Switch from Scheme to a Takeover Offer**

Bidco is of the view that the Offer is in the best interests of Cambria Shareholders and therefore, in order to increase the certainty of its execution, Bidco has determined, with the consent of the Panel and the Independent Committee, to implement the Offer by way of a Takeover Offer rather than by way of the Scheme.

The Cambria Shares that Bidco has agreed to acquire under the terms of the SPAs combined with the Cambria Shares that are the subject of the Irrevocable Undertakings and the Letters of Intent, represent 65.8 per cent. of Cambria's issued share capital (as further described below). Save where set out in this Announcement and in relation to the Final Cash Offer, the terms and conditions of the Offer remain unchanged from those outlined in the Scheme Document (subject to appropriate amendments to reflect the change in structure by which the Offer is to be implemented). The Conditions will be amended only insofar as required to reflect the implementation of the Offer by way of the Takeover Offer. The amended Conditions are set out in Appendix 1 to this Announcement.

The Offer is conditional on, among other things, valid acceptances of the Takeover Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. on the first closing date of the Takeover Offer (or such later time(s) and/or date(s) as Bidco may, in accordance with the Code or with the consent of the Panel, decide) in respect of not less than 75 per cent. (or such lesser percentage as Bidco may decide) of the Cambria Shares to which the Takeover Offer relates and of the voting rights attached to those Cambria Shares, provided that this Condition will not be satisfied unless Bidco and/or any of its wholly-owned subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Takeover Offer, the SPAs or otherwise), directly or indirectly, Cambria Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Cambria, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to Cambria Shares that are unconditionally allotted or issued before the Takeover Offer becomes or is declared unconditional as to acceptances whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, as set out in the Appendix to this Announcement (the "**Acceptance Condition**").

## **Recommendation by the Independent Committee**

The Independent Committee, who have been so advised by Rothschild & Co as to the financial terms of the Final Cash Offer, consider the terms of the Final Cash Offer to be fair and reasonable. In providing advice to the Independent Committee, Rothschild & Co has taken into account the commercial assessments of the Independent Committee.

Rothschild & Co is unable to advise the Independent Committee as to whether or not the terms of the Alternative Offer are fair and reasonable. This is because of the significant and variable impact of the disadvantages and advantages of the Alternative Offer for individual Scheme Shareholders including, in terms of the advantages, in particular, the ability to participate in the future value creation of Cambria and, in terms of the disadvantages, in particular, the terms of the Consideration Shares including the fact that they are illiquid and the level of uncertainty in their future value. For the reasons set out in

paragraph 14 of part 1 of the Scheme Document, the Independent Committee continues to not be able to form an opinion as to whether or not the terms of the Alternative Offer are fair and reasonable and is not making any recommendation to Cambria Shareholders as to whether or not they should elect for the Alternative Offer.

The Independent Committee notes that it is the intention of Bidco that, should the Takeover Offer become Effective, the listing of Cambria Shares on AIM will be cancelled, in which case Cambria Shareholders who do not accept the Offer before the Offer closes will no longer be provided with the protections available to them under the AIM Rules and will own shares in an unlisted company controlled by Bidco. Cancellation of the listing of Cambria Shares will significantly reduce the liquidity and marketability of the Cambria Shares and the value of Cambria Shares may be significantly adversely affected as a consequence.

The Independent Committee assesses options to maximise returns to Cambria Shareholders on an on-going basis, and this includes considering potential alternative transactions to the Offer. Any such alternative transaction would almost certainly require the approval of a majority of Cambria Shareholders and there is no certainty that Mark Lavery would support any such proposal even if it were recommended by the Independent Committee.

**Accordingly, the Independent Committee recommends unanimously that Cambria Shareholders accept the Final Cash Offer, as the members of the Independent Committee who hold Cambria Shares have irrevocably undertaken to do in respect of their own entire beneficial holdings in respect of the Final Cash Offer, amounting to 5,422,491 Cambria Shares, in aggregate, representing approximately 5.42 per cent. of the issued share capital of Cambria as at the last Business Day prior to the publication of this Announcement.**

#### **Offer Document and timetable**

As the Acquisition is to be implemented by way of the Takeover Offer, the Court Meeting in connection with the Scheme will not be rescheduled.

The offer document, which will contain the full terms and conditions of the Final Cash Offer and the procedures for acceptance of the Final Cash Offer (the “**Offer Document**”), will be posted to Cambria Shareholders within 10 Business Days of this Announcement (or such later date as may be agreed between Cambria and Bidco, subject to the consent of the Panel), together with the related Form of Acceptance (other than to Cambria Shareholders located in any Restricted Jurisdictions, in each case, where to do so would violate the laws of such Restricted Jurisdiction).

The first closing date will be the date falling 21 days following the date on which the Offer Document is published. The Panel has agreed with Bidco and Cambria that "Day 60" of the Code timetable will be the day falling 60 days after publication of the Offer Document (or such other later date as may be determined by Bidco with the agreement of the Panel to be the last date for fulfilment of the Acceptance Condition).

Further details of the expected timetable will be set out in the Offer Document.

For information purposes only, the Offer Document will also be sent, or made available, to participants in the Cambria Share Option Scheme and persons with information rights.

#### **Irrevocable Undertakings and Letters of Intent**

All of the irrevocable undertakings and letters of intent described in the Scheme Document and subsequent announcements continue to remain applicable and valid in relation to the Takeover Offer such that Bidco has received Irrevocable Undertakings or Letters of Intent to vote in favour of the Takeover Offer in respect of a total of 25,847,629 Cambria Shares, representing approximately 25.8 per cent. of the Cambria Shares, including from Cambria's three largest UK institutional shareholders.

In addition, as set out in the Scheme Document, Mark Lavery and Nicola Lavery have agreed to contribute their interest in Cambria, comprising 40,000,000 Scheme Shares in aggregate and representing approximately 40 per cent. of Cambria's issued share capital, to Cambria Investments pursuant to the terms of the Lavery SPA in exchange for shares in Cambria Investments and Bidco has agreed to acquire such shares from Cambria Investments in exchange for shares in Bidco pursuant to the terms of the Roll Down SPA. These Cambria Shares will count towards the satisfaction of the Acceptance Condition.

### **Delisting, compulsory acquisition and re-registration**

Assuming the Takeover Offer becomes or is declared unconditional in all respects and that Bidco has, by virtue of its shareholdings and acceptances of the Takeover Offer or otherwise, acquired or agreed to acquire not less than 75 per cent. of the issued share capital of Cambria, it is intended that the London Stock Exchange will be requested to cancel trading in Cambria Shares on the London Stock Exchange's AIM market and the listing of the Cambria (such cancellation to take effect no earlier than the date 20 Business Days after Bidco has so acquired or agreed to acquire 75 per cent. of the issued share capital of Cambria). As described in the Rule 2.7 Announcement and the Scheme Document, Bidco believes that the long-term development of Cambria is best undertaken away from public markets as a private company, and this reflects a core component of the rationale for Bidco in pursuing the Offer. Accordingly, Bidco will exercise all rights that Bidco has from time to time as a shareholder of Cambria to effect such delisting of the Cambria Shares so soon as reasonably practicable following the Takeover Offer becoming or being declared unconditional in all respects and in accordance with all applicable laws and regulations.

If Bidco receives acceptances under the Takeover Offer in respect of, and/or otherwise acquires, or unconditionally contracts to acquire, 90 per cent. or more of the Cambria Shares by nominal value and voting rights attaching to such shares to which the Takeover Offer relates and the Takeover Offer has become or been declared unconditional in all respects, Bidco intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Cambria Shares in respect of which the Takeover Offer has not been accepted on the same terms as the Takeover Offer.

It is also intended that, following the Takeover Offer becoming unconditional in all respects Cambria will be re-registered as a private limited company.

Such cancellation and re-registration would significantly reduce the liquidity and marketability of any Cambria Shares in respect of which the Takeover Offer has not been accepted at that time and their value may be affected as a consequence. Any remaining Cambria Shareholders (unless their Cambria Shares are acquired by Bidco pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act) would become minority shareholders in a majority controlled private limited company, and may therefore be unable to sell their Cambria Shares. There can be no certainty that Cambria would pay any further dividends or other distributions or that such minority Cambria Shareholders would again be offered an opportunity to sell their Cambria Shares on terms that are equivalent to or no less advantageous than those under the Takeover Offer.

*[1] Bidco reserves the right to increase the amount of the offer price if there is an announcement on or after the date of this Announcement of an offer or possible offer for Cambria by a third party or potential offeror.*

**Enquiries:**

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**IMPORTANT NOTES**

Each of finnCap and Rothschild & Co have each given and not withdrawn their consent to the publication of this Announcement with the inclusion herein of the references to their names in the form and context in which they appear.

Rothschild & Co, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as financial adviser under Rule 3 of the Code to Cambria in connection with the matters set out in this Announcement and for no one else and will not be responsible to anyone other than Cambria for providing the protections afforded to its clients or for providing advice in relation to the matters set out in this Announcement. Neither Rothschild & Co nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this Announcement, any statement contained herein, the Offer or otherwise.

finnCap Ltd, which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser exclusively for Bidco and for no one else in connection with the Offer or other matters referred to in this Announcement and will not be responsible to anyone other than Bidco for providing the protections afforded to its clients nor for providing advice in relation to the Offer, the contents of this Announcement or any other matters set out in this Announcement.

Nplus1 Singer Advisory LLP, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as nominated adviser to Cambria and for no one else in connection with the Offer or other matters referred to in this Announcement and will not be responsible to anyone other than Cambria for providing the protections afforded to its clients nor for providing advice in relation to the Offer, the contents of this Announcement or any other matters set out in this Announcement.

Zeus Capital, which is authorised and regulated in the United Kingdom by the FCA, is acting as joint broker to Cambria and for no one else in connection with the Offer or other matters referred to in this Announcement and will not be responsible to anyone other than Cambria for providing the protections afforded to its clients nor for providing advice in relation to the Offer, the contents of this Announcement or any other matters set out in this Announcement.

### **Overseas shareholders**

The release, publication or distribution of this Announcement in jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are not resident in the United Kingdom or who are subject to the laws of any jurisdiction other than the United Kingdom (including Restricted Jurisdictions) should inform themselves about, and observe, any applicable legal or regulatory requirements.

This announcement has been prepared in accordance with English law, the Code, the Market Abuse Regulation, and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions other than the United Kingdom.

The Offer will be subject to English law and the applicable requirements of the Court, the Code, the Panel, the London Stock Exchange, the AIM Rules and the FCA.

The availability of the Offer to Cambria Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens or residents. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders will be contained in the Offer Document.

Unless otherwise determined by Bidco or required by the Code, and permitted by applicable law and regulation, the Offer will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws of such Restricted Jurisdiction by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that Restricted Jurisdiction.

Copies of this Announcement and any formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition.

The Takeover Offer may not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction, and the Offer will not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

## Notice to U.S. investors

The Offer relates to shares of an English company and is proposed to be effected by means of a contractual Takeover Offer pursuant to the Code and the laws of the United Kingdom. The companies involved in the Offer are not United States ("**U.S.**") companies and are considered "foreign private issuers" for purposes of applicable U.S. securities laws (together with regulations, interpretations and guidance, collectively, "**U.S. securities laws**").

The Final Cash Offer will be made in the U.S. pursuant to all applicable laws and regulations, including, to the extent applicable, Section 14(e) and Regulation 14E under the U.S. Securities and Exchange Act of 1934 (the "**U.S. Exchange Act**") and otherwise in accordance with the requirements of the Code. Accordingly, the Acquisition will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer procedures and law. The Increased Cash Offer is being made in the U.S. by Bidco and no-one else.

Furthermore, the payment and settlement procedure with respect to the Offer will comply with the relevant United Kingdom rules, which differ from U.S. payment and settlement procedures, particularly with regard to the date of payment of consideration.

Cambria Shareholders located or resident in the U.S. or who are otherwise U.S. persons will not be permitted to elect receipt of the Consideration Shares pursuant to the Alternative Offer. No offer of such Consideration Shares will be made in the U.S., and any purported election to receive Consideration Shares pursuant to the Alternative Offer by Cambria Shareholders from the U.S., or which, at the sole discretion of Bidco, appear to be made in respect of Cambria Shares beneficially held by persons located or resident in the U.S. or who otherwise appear to be U.S. persons will not be accepted. Accordingly, Cambria Shareholders located or resident in the U.S. or who are otherwise U.S. persons will receive cash pursuant to the Final Cash Offer, and no Consideration Shares will be issued to any such Cambria Shareholder. The Consideration Shares have not been and will not be registered under the U.S. Exchange Act or under U.S. securities laws, and will not be listed on any stock exchange in the U.S., and may not be offered, sold or delivered, directly or indirectly, in, into or from the U.S. Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission has approved or disapproved of the Consideration Shares or determined that this Announcement or the Offer Document is accurate or complete. Any representation to the contrary is a criminal offence.

Non-U.S. Cambria Shareholders will be deemed, by electing receipt of the Consideration Shares pursuant to the Alternative Offer, to represent and warrant, on behalf of themselves and any person on whose behalf they beneficially hold their Cambria Shares, that they: (i) are not located or resident in the U.S. or otherwise a U.S. person; and (ii) are not electing receipt of Cambria Shares pursuant to the Alternative Offer with a view to, or for offer or sale of Consideration Shares in connection with, any distribution thereof (within the meaning of the U.S. Exchange Act) in the U.S. or to U.S. persons.

The receipt of cash by a U.S. Cambria Shareholder as consideration for the transfer of its Cambria Shares pursuant to the Offer will likely be a taxable transaction for US federal income tax purposes and under applicable U.S. state and local, as well as foreign and other, tax laws. Each U.S. Cambria Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Offer applicable to them.

Some or all of Cambria's officers and directors reside outside the U.S., and some or all of its assets are or may be located in jurisdictions outside the U.S. Therefore, investors may have difficulty effecting service of process within the U.S. upon those persons or recovering against Cambria or its officers or

directors on judgments of U.S. courts, including judgments based upon the civil liability provisions of U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgment. It may not be possible to sue Cambria or its officers or directors in a non-U.S. court for violations of the U.S. securities laws.

Financial information relating to Cambria that is included in this Announcement and that may be included in Offer Document has been or will have been prepared in accordance with IFRS and may not be comparable to the financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the U.S.

In accordance with normal UK practice, Cambria Investments, Bidco or their nominees or their brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Cambria outside of the U.S., other than pursuant to the Offer, until the date on which the Offer becomes Effective, lapses or is otherwise withdrawn, in compliance with applicable laws, including the U.S. securities laws. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to the Regulatory Information Service and shall be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com).

In addition, Bidco, its affiliates, their advisors, and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Cambria outside the Offer, such as in open market purchases or privately negotiated purchases, during the period in which the Offer remains open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the US and would comply with applicable law, including United Kingdom laws and the U.S. Exchange Act. Any such purchases by Bidco or its affiliates will not be made at prices higher than the price of the Offer provided in this announcement unless the price of the Acquisition is increased accordingly. Any information about such purchases or arrangements to purchase shall be disclosed as required under United Kingdom laws and will be available to all investors (including U.S. investors) via the Regulatory Information Service on [www.londonstockexchange.com](http://www.londonstockexchange.com).

#### **Publication on a website and availability of hard copies**

In accordance with Rule 26.1 of the Code, a copy of this Announcement will be available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions) at <http://www.cambriaautomobilesplc.com/possible-offer> by no later than 12 noon (London time) on the Business Day following this Announcement.

Neither the contents of these websites nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this Announcement.

Pursuant to Rule 30.3 of the Code, a person so entitled may request a copy of this document and any information incorporated into it by reference to another source in hard copy form. A person may also request that all future documents, announcements and information to be sent to that person in relation to the Offer should be in hard copy form. Cambria Shareholders, persons with information rights in Cambria and any other person to whom this document has been sent, may request a hard copy of this document (and any information incorporated in this document by reference to another source) by writing to Link Group, 10th Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL or by telephone on 0371 664 0321\* if calling from within the UK or on +44 371 664 0321\* if calling from outside the UK. \*Lines are open from 9.00 a.m. to 5.30 p.m. Monday to Friday excluding public holidays in England and Wales. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside

the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones. 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. It is important that you note that unless you make such a request, a hard copy of this document and any such information incorporated in it by reference to another source will not be sent to you. You may also request that all future documents, announcements and information to be sent to you in relation to the Offer be in hard copy form.

### **Cautionary note regarding forward-looking statements**

This Announcement contains certain forward-looking statements with respect to the financial condition, results of operations and business of Cambria and certain plans and objectives of Bidco with respect thereto. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as "anticipate", "expect", "estimate", "intend", "plan", "goal", "believe", "hope", "aims", "continue", "will", "may", "should", "would", "could", or other words of similar meaning. Forward-looking statements include, but are not limited to, statements relating to the following: (i) future capital expenditures, expenses, revenues, economic performance, financial conditions, dividend policy, losses and future prospects, (ii) business and management strategies and the growth of the operations of Cambria, (iii) negative effects relating to this Announcement and/or status of the Offer, (iv) the possibility that any of the conditions to the Offer will not be satisfied, and (v) significant transaction costs (including litigation) or unknown liabilities. These statements are based on assumptions and assessments made by Cambria, and/or Bidco in light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve risk and uncertainty, because they relate to events and depend on circumstances that will occur in the future and the factors described in the context of such forward-looking statements in this Announcement could cause actual results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and you are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this Announcement. Neither Cambria nor Bidco assumes any obligation to update or correct the information contained in this Announcement (whether as a result of new information, future events or otherwise), except as required by applicable law.

There are several factors which could cause actual results to differ materially from those expressed or implied in forward-looking statements. Among the factors that could cause actual results to differ materially from those described in the forward-looking statements are changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or dispositions.

### **No profit forecasts**

No statement in this Announcement is intended as a profit forecast or profit estimate.

### **Dealing Disclosures and Opening Position Disclosure requirements**

Under Rule 8.3(a) of the Code, any person who is interested in one per cent or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An

Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure."

### **Electronic communications**

Please be aware that addresses, electronic addresses and certain other information provided by Cambria Shareholders, persons with information rights and other relevant persons in connection with the receipt of communications from Cambria may be provided to Bidco during the Offer Period as required under Section 4 of Appendix 4 of the Code.

### **General**

If you are in any doubt as to the action you should take, you are recommended to seek your own independent financial advice immediately from an independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended), if you are resident in the United Kingdom, or, if not, from another appropriately authorised independent financial adviser.

## APPENDIX

### CONDITIONS AND FURTHER TERMS OF THE OFFER AND TAKEOVER OFFER

The Offer and the Takeover Offer is subject to the Conditions and further terms set out in this Appendix, and, in respect of certificated Cambria Shares, the terms set out in the Form of Election (each a “**Condition**”).

#### 1. Conditions of the Takeover Offer

The Takeover Offer is subject to the following Conditions (as amended as appropriate):

##### (i) Acceptance Condition

(A) valid acceptances of the Takeover Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. on the first closing date of the Takeover Offer (or such later time(s) and/or date(s) as Bidco may, in accordance with the Code or with the consent of the Panel, decide) in respect of not less than 75 per cent. (or such lesser percentage as Bidco may decide) of the Cambria Shares to which the Takeover Offer relates and of the voting rights attached to those Cambria Shares, provided that this Condition will not be satisfied unless Bidco and/or any of its wholly-owned subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Takeover Offer, the SPAs or otherwise), directly or indirectly, Cambria Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Cambria, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to Cambria Shares that are unconditionally allotted or issued before the Takeover Offer becomes or is declared unconditional as to acceptances whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise. For the purposes of this Condition:

- (1) Cambria Shares that have been unconditionally allotted but not issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights they will carry upon issue;
- (2) the expression "Cambria Shares to which the Takeover Offer relates" shall be construed in accordance with Chapter 3 of Part 28 of the Companies Act; and
- (3) Cambria Shares that cease to be held in treasury before the Takeover Offer becomes or is declared unconditional as to acceptances are Cambria Shares to which the Takeover Offer relates].

In addition, Bidco and Cambria have agreed that, subject to the requirements of the Panel and in accordance with the Code, the Offer will also be conditional upon the following Conditions and, accordingly, the necessary actions to make the Takeover Offer Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

**(ii) Third Party Consents Conditions**

- (A) all necessary filings or applications having been made in connection with the Offer and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Offer or the acquisition by Bidco of any shares or other securities in, or control of, Cambria and all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals for or in respect of the Offer, including without limitation, its implementation and financing, or the proposed acquisition of any Cambria Shares or other securities in, or control of, Cambria by Bidco having been obtained in terms and in a form reasonably satisfactory to Bidco from all appropriate parties or persons with whom Bidco has entered into contractual arrangements and all such authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals together with all material authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or appropriate to carry on the business of any member of the Cambria Group remaining in full force and effect and all filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Offer becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;
- (B) no Relevant Authority or any other person or body in any jurisdiction having decided to take, instituted, implemented or threatened any action, proceeding, suit, investigation, enquiry or reference or enacted, made or proposed any statute, regulation or order or otherwise taken any other step or done anything, and there not being outstanding any statute, legislation or order, that would or might reasonably be expected to (in any case to an extent which is material in the context of Cambria or in the context of the Offer):
- (1) make the Offer or its implementation or the proposed acquisition of Cambria or of any Cambria Shares or any other shares or securities in, or control of, Cambria, illegal, void or unenforceable in or under the laws of any jurisdiction;
  - (2) directly or indirectly restrict, restrain, prohibit, delay, impose additional conditions or obligations with respect to or otherwise interfere with the implementation of the Offer or the acquisition of any Cambria Shares by Bidco or control or management of Cambria by Bidco or any matters arising therefrom or require amendment to the terms of the Offer;
  - (3) result in a limit or delay in the ability of Bidco, or render Bidco unable, to acquire some or all of the Cambria Shares;
  - (4) require, prevent, delay or affect the divestiture (or alter the terms of any proposed divestiture) by Bidco or the Cambria Group of all or any portion of their respective businesses, assets or property or of any Cambria Shares or other securities in Cambria or impose any limitation on their ability to conduct all or part of their respective businesses or to own,

control or manage all or part of their respective assets or properties;

- (5) impose any limitation on the ability of Bidco to acquire or hold or exercise effectively, directly or indirectly, all rights of all or any of the Cambria Shares (whether acquired pursuant to the Offer or otherwise) or to exercise voting or management control over Cambria;
- (6) impose any limitation on, or result in any delay in, the ability of Bidco or any member of the Cambria Group to integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of Bidco or any other member of the Cambria Group;
- (7) require the divestiture by Bidco of any shares, securities or other interests in any member of the Cambria Group; or
- (8) otherwise adversely affect any or all of the businesses, assets, financial or trading position or prospects or profits of Bidco or the Cambria Group or the exercise of rights of shares in Cambria,

and all applicable waiting and other time periods (including extensions thereof) during which any such Relevant Authority could decide to take, institute, implement or threaten any such action, proceedings, suit, investigation, enquiry or reference or otherwise intervene having expired, lapsed or been terminated;

**(iii) Confirmation of absence of adverse circumstances**

save as Disclosed, there being no provision of any authorisation, agreement, arrangement, licence, permit, lease, franchise or other instrument to which any member of the Cambria Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or subject which, as a result of the acquisition or proposed acquisition by Bidco of any Cambria Shares, or change in the control or management of Cambria or otherwise, would or might reasonably be expected to result in (in each case, to an extent which is material in the context of the Cambria Group, taken as a whole, or in the context of the Offer):

- (A) any monies borrowed by or any other indebtedness (actual or contingent) of, or any grant available to, any member of the Cambria Group becoming repayable, or capable of being declared repayable, immediately or earlier than the stated maturity or repayment date or the ability of such member to borrow monies or incur any indebtedness being withdrawn or inhibited;
- (B) the rights, liabilities, obligations, interests or business of any member of the Cambria Group under any such authorisation, agreement, arrangement, licence, permit, lease, franchise or other instrument or the rights, liabilities, obligations, interests or business of any member of the Cambria Group in or with any other firm or company or body or person (or any agreement or arrangement relating to any such rights, liabilities, obligations, interests or business) being, or becoming capable of being, terminated or adversely

modified or adversely affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;

- (C) the creation or enforcement of any mortgage, charge or other security interest over the whole or any material part of the business, property or assets of any member of the Cambria Group or any such mortgage, charge or other security interest (whenever arising or having arisen) becoming enforceable;
- (D) any assets, property or interest of, or any asset the use of which is enjoyed by, any member of the Cambria Group being, or falling to be, disposed of by, or ceasing to be available to, any member of the Cambria Group or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Cambria Group;
- (E) the financial or trading or regulatory position or prospects or the value of any member of the Cambria Group being materially prejudiced or materially adversely affected;
- (F) the creation, acceleration or assumption of any liabilities (actual, contingent or prospective) by any member of the Cambria Group;
- (G) any requirement on any member of the Cambria Group to acquire, subscribe, pay up or repay any shares or other securities (or the equivalent) in and/or any indebtedness of any member of the Cambria Group owned by any third party;
- (H) no event having occurred which, under any provision of any such authorisation, agreement, arrangement, licence, permit, lease, franchise or other instrument to which any member of the Cambria Group is a party or by or to which any such member or any of its assets may be bound or be subject, could result in any of the events or circumstances as are referred to in this paragraph 1(iii) of this Appendix;

**(iv) Certain events occurring since 31 August 2020**

- (A) save as Disclosed, no member of the Cambria Group having, since 31 August 2020:
  - (1) issued or agreed to issue, or authorised or proposed the issue of, additional shares of any class or issued or authorised or proposed the issue of or granted securities convertible into or rights, warrants or options to subscribe for or acquire such shares or convertible securities (except, where relevant, as between Cambria and its wholly-owned subsidiaries or between its wholly-owned subsidiaries and except in connection with the ongoing operation of, or exercise of rights under, any of the Cambria Share Option Scheme (in accordance with their respective terms));
  - (2) recommended, declared, paid or made or proposed or resolved to recommend, declare, pay or make any dividend, bonus issue or other distribution, whether payable in cash or

otherwise, other than a distribution to Cambria or one of its wholly-owned subsidiaries;

- (3) (except for transactions between Cambria and its wholly-owned subsidiaries, or between its wholly-owned subsidiaries or transactions in the ordinary course of business), implemented or authorised any reconstruction, amalgamation, scheme or other transaction or arrangement with a substantially equivalent effect;
- (4) (except for transactions between Cambria and its wholly-owned subsidiaries, or between its wholly-owned subsidiaries or transactions in the ordinary course of business) purchased, redeemed or repaid any of its own shares or other securities or reduced or made or authorised any other change in its share capital;
- (5) (except for transactions between Cambria and its wholly-owned subsidiaries, or between its wholly-owned subsidiaries) redeemed, purchased, repaid or reduced or announced any intention to do so or made any other change in its share capital;
- (6) (except for transactions between Cambria and its wholly-owned subsidiaries or between its wholly-owned subsidiaries) made or authorised or proposed or announced any change in its loan capital;
- (7) issued or authorised or proposed the issue of any debentures or incurred or increased any indebtedness or liability (actual or contingent) which in any case is material in the context of the Cambria Group or in the context of the Offer;
- (8) other than pursuant to the Offer, implemented or authorised any merger or demerger or (except for transactions between Cambria and its wholly-owned subsidiaries, or between its wholly-owned subsidiaries or transactions in the ordinary course of business) acquired or disposed of or transferred, mortgaged or charged, encumbered or created any other security interest over, any asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so (in each case, to an extent which is material in the context of the Cambria Group, taken as a whole, or in the context of the Offer);
- (9) (except for transactions between Cambria and its wholly-owned subsidiaries, or between its wholly-owned subsidiaries or transactions in the ordinary course of business), entered into, or authorised, proposed or announced the entry into, any joint venture, asset or profit-sharing arrangement, partnership or, other than pursuant to the Offer, merger of businesses or corporate entities;

- (10) entered into, varied or terminated, or authorised the entry into, variation or termination of, any contract, commitment or arrangement (whether in respect of capital expenditure, real estate or otherwise) which is outside the ordinary course of business or which is of a long term, onerous or unusual nature or magnitude or which involves or could involve an obligation of a nature or magnitude which is material or is otherwise than in the ordinary course of business or could reasonably be regarded as restricting the business of any member of the Cambria Group, taken as a whole or Bidco, or in the context of the Offer, or authorised, proposed or announced any intention to do so;
- (11) entered into, or varied the terms of, or terminated or given notice of termination of, any contract, agreement or arrangement with, or for the services of, any of the directors or senior executives of any member of the Cambria Group;
- (12) (other than in respect of a subsidiary of Cambria which is dormant and solvent at the relevant time) taken or proposed any corporate action or had any legal proceedings started, served or threatened against it or any documents filed in court for its winding-up (voluntary or otherwise), dissolution or reorganisation or for the appointment of a liquidator, provisional liquidator, receiver, administrator, administrative receiver, trustee or similar officer of all or any of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which in any case is material in the context of the Cambria Group;
- (13) made any amendment to its memorandum or articles of association or other constitutional documents;
- (14) been unable or deemed unable, or admitted that it is unable, to pay its debts as they fall due or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (15) commenced negotiations with any of its creditors or taken any step with a view to rescheduling or restructuring any of its indebtedness or entered into a composition, compromise, assignment or arrangement with any of its creditors whether by way of a voluntary arrangement, scheme of arrangement, deed of compromise or otherwise;
- (16) except in the ordinary course of business, waived, compromised, settled, abandoned or admitted any dispute, claim or counter-claim whether made or potential and whether by or against any member of the Cambria Group (in each case, to an extent which is material in the context of the

Cambria Group, taken as a whole, or in the context of the Offer);

- (17) proposed, agreed to provide, or agreed to modify the terms of, any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Cambria Group, other than in accordance with the terms of the Offer;
  - (18) save as between Cambria and its wholly-owned subsidiaries, granted any material lease in respect of any of the leasehold or freehold property owned or occupied by it or transferred or otherwise disposed of any such property; or
  - (19) entered into any contract, commitment or agreement or passed any resolution or made any offer (which remains open for acceptance) with respect to, or proposed or announced any intention to effect or propose, any of the transactions, matters or events referred to in this paragraph 1(iv) of this Appendix;
- (B) save as Disclosed, since 31 August 2020:
- (1) no litigation, arbitration, prosecution or other legal proceedings having been instituted, announced or threatened or become pending or remained outstanding by or against any member of the Cambria Group or to which any member of the Cambria Group is or may become a party (whether as plaintiff, defendant or otherwise) which in any case is material in the context of the Cambria Group;
  - (2) no contingent or other liability of any member of the Cambria Group having arisen or become apparent or increased which in any case is material in the context of the Cambria Group;
  - (3) no adverse change or deterioration having occurred and no events, matters or circumstances having arisen which would or might reasonably be expected to result in any adverse change or deterioration in the business, assets, financial or trading or regulatory position, profits or prospects or operational performance of any member of the Cambria Group which in any case is material in the context of the Cambria Group or in the context of the Offer; and
  - (4) no enquiry, review or investigation by any Relevant Authority having been threatened, announced, implemented or instituted or remaining outstanding which in any case is material in the context of the Cambria Group; and
- (C) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Cambria Group which is necessary for the proper carrying on of its business and the withdrawal,

cancellation, termination or modification of which would reasonably be expected to have a material adverse effect on the Cambria Group taken as a whole; and

**(v) Discoveries and contingent liabilities**

save as Disclosed, Bidco not having discovered that:

- (A) any business, financial or other information concerning any member of the Cambria Group publicly disclosed at any time by Cambria prior to the date of the Announcement, either contains a misrepresentation of fact or omits to state a fact necessary to make the information contained therein not misleading and which was not subsequently corrected before the date of the Announcement by disclosure either publicly through the publication of an announcement via a Regulatory Information Service or otherwise to Bidco;
- (B) any member of the Cambria Group is subject to any liability, actual or contingent, to an extent which is material in the context of the Cambria Group or in the context of the Offer; or
- (C) any information which materially adversely affects the import of any information Disclosed at any time.

**2. Waiver or variation of Conditions**

- (A) Subject to the requirements of the Code and the Panel, Bidco will reserve the right to waive all or any of conditions in paragraphs □o(ii) to □o(v) (inclusive) above of this Appendix, in whole or in part, at its absolute discretion.
- (B) Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
- (C) Bidco shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of Conditions in paragraphs □o(ii) to □o(v) (inclusive) above of this Appendix by a date earlier than the latest date specified for the fulfilment of them notwithstanding that the other Conditions of the Offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
- (D) Under Rule 13.5(a) of the Code, Bidco may not invoke any Condition so as to cause the Offer not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Offer.

**3. Alternative Offer**

- (A) The issue of any New Bidco Shares and subsequent exchange for Consideration Shares is conditional upon the Takeover Offer becoming or being declared unconditional in all respects.
- (B) Fractions of New Bidco Shares and Consideration Shares will not be allotted or issued to Cambria Shareholders pursuant to the Alternative Offer and

entitlements will instead be rounded down to the nearest whole number of New Bidco Shares and/or Consideration Shares.

**4. Certain further terms of the Offer**

- (A) If Bidco is required by the Panel to make a mandatory offer for Cambria Shares under the provisions of Rule 9 of the Code, Bidco may make such alterations to the Conditions as are necessary to comply with the provisions of that rule.
- (B) If the Offer lapses, it will cease to be capable of further acceptance. Cambria Shareholders who have accepted the Offer and Bidco shall then cease to be bound by acceptances delivered on or before the date on which the Offer lapses.
- (C) The Offer shall lapse if the Offer or any matter arising from or relating to it becomes subject to a CMA Phase 2 Reference before the first closing date or the date when the Offer becomes or is declared unconditional as to acceptances, whichever is the later.
- (D) The availability of the Offer to persons resident in, or citizens of, or otherwise subject to, jurisdictions outside the United Kingdom may be affected by the laws of the relevant jurisdictions. Such persons should inform themselves of, and observe, any applicable requirements of their jurisdiction. Cambria Shareholders who are in any doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay and observe any applicable requirements.
- (E) If any dividend, other distribution or return of capital is declared, made or paid in respect of the Cambria Shares on or after the date of this document and with a record date prior to the Effective Date, Bidco reserves the right to reduce the consideration payable in respect of each Cambria Share by the amount of all or part of any such dividend, other distribution or return of capital, except where Cambria Shares are or will be acquired on a basis which entitles Bidco to receive such any dividend, other distribution or return of capital and retain it. If Bidco exercises this right or makes such a reduction in respect of a dividend or other distribution, Cambria Shareholders will be entitled to receive and retain that dividend, other distribution or return of capital. Any exercise by Bidco of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Offer.
- (F) The Cambria Shares will be acquired by Bidco fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the Offer Period Commencement Date or thereafter attaching thereto, including (without limitation) voting rights and the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made, in each case, by reference to a record date falling on or after the Effective Date.
- (G) Bidco reserves the right for any other entity directly or indirectly owned by Bidco from time to time to implement the Offer.

- (H) Unless otherwise determined by Bidco or required by the Code, the Offer is not being made, directly or indirectly, in or into, or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and shall not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.