

# Deed of Amendment and Restatement

Eleia Limited

and

Augean plc

relating to the co-operation agreement dated 24  
August 2021 relating to the proposed acquisition  
of Augean plc

16 September 2021

**THIS DEED** is made on 16 September 2021

**BETWEEN:**

- (1) **ELEIA LIMITED**, a private limited company registered in England and Wales with registered number 13512747, whose registered office is at c/o Ancala Partners LLP, Kings House, 36-37 King Street, London, England, EC2V 8BB ("**Bidco**"); and
- (2) **AUGEAN PLC**, a public limited company registered in England and Wales with registered number 5199719, whose registered office is at 4 Rudgate Court, Walton, Wetherby, West Yorkshire, LS23 7BF ("**Augean**"),

(together the "**Parties**" and each a "**Party**").

**RECITALS:**

- (A) the Parties entered into a cooperation agreement dated 24 August 2021 in relation to the proposed acquisition of the entire issued and to be issued share capital of Augean by Bidco (the "**Original Cooperation Agreement**"); and
- (B) the Parties wish to amend and restate the Original Cooperation Agreement in accordance with the terms of this Deed and clause 21 of the Original Cooperation Agreement with effect from the date hereof.

**1. DEFINITIONS AND INTERPRETATION**

Save as otherwise defined or set out herein, the words and expressions defined in the Amended and Restated Cooperation Agreement shall bear the same meaning in this Deed and the principles of construction set out in the Amended and Restated Cooperation Agreement shall have effect as if set out in this Deed in full.

**2. AMENDMENTS**

- 2.1 With effect from the date hereof, the Parties agree that the Original Cooperation Agreement shall be amended and restated in the manner and in the form set out in schedule 1 to this Deed (such amended form being the "**Amended and Restated Cooperation Agreement**").
- 2.2 Nothing in this Deed shall have the effect of varying any time limit contained in the Original Cooperation Agreement or the date on which any warranty, representation, undertaking, covenant or action was given or made in the Original Cooperation Agreement.

**3. MISCELLANEOUS**

The provisions of clauses 11 to 24 of the Amended and Restated Cooperation Agreement shall be incorporated into this Deed as if set out in full in this Deed and as if references in those clauses to "this agreement" are references to this Deed.

**4. NO PREJUDICE OR DISCHARGE**

- 4.1 Unless otherwise expressly set out in this Deed or in the Amended and Restated Cooperation Agreement, nothing in this Deed:
  - (a) waives, amends, varies, prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Original Cooperation Agreement before the date of this Deed; or
  - (b) discharges, releases or otherwise affects any liability or obligation arising under the Original Cooperation Agreement before the date of this Deed.

**SCHEDULE 1**

**Amended and Restated Cooperation Agreement**



**FINAL VERSION**

# Cooperation Agreement

Eleia Limited

and

Augean Plc

24 August 2021, as amended and restated on 16 September 2021

## CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION .....	1
2. PUBLICATION OF THE ANNOUNCEMENT AND THE TERMS OF THE ACQUISITION .....	5
3. UNDERTAKINGS IN RELATION TO REGULATORY APPROVALS AND CONDITIONS .....	6
4. SCHEME DOCUMENT .....	7
5. IMPLEMENTATION OF THE ACQUISITION .....	8
6. SWITCHING TO A TAKEOVER OFFER .....	8
7. DIRECTORS' AND OFFICERS' INSURANCE .....	9
8. TERMINATION .....	9
9. TAKEOVER CODE .....	10
10. REPRESENTATIONS AND WARRANTIES .....	11
11. COSTS .....	11
12. ENTIRE AGREEMENT .....	11
13. ASSIGNMENT .....	12
14. NOTICES .....	12
15. LANGUAGE .....	14
16. WAIVERS, RIGHTS AND REMEDIES .....	14
17. NO PARTNERSHIP .....	14
18. TIME OF ESSENCE .....	14
19. FURTHER ASSURANCES .....	14
20. COUNTERPARTS .....	14
21. VARIATIONS .....	15
22. INVALIDITY .....	15
23. THIRD PARTY ENFORCEMENT RIGHTS .....	15
24. GOVERNING LAW AND JURISDICTION .....	15
SCHEDULE 1 .....	17
Form of Announcement .....	17

**THIS AGREEMENT** was originally made on 24 August 2021 and was subsequently amended and restated pursuant to a deed of amendment and restatement dated 16 September 2021

**BETWEEN:**

- (1) **ELEIA LIMITED**, a private limited company registered in England and Wales with registered number 13512747, whose registered office is at c/o Ancala Partners LLP, Kings House, 36-37 King Street, London, England, EC2V 8BB ("**Bidco**"); and
  - (2) **AUGEAN PLC**, a public limited company registered in England and Wales with registered number 5199719, whose registered office is at 4 Rudgate Court, Walton, Wetherby, West Yorkshire, LS23 7BF ("**Augean**"),
- (each a "**party**" and together the "**parties**").

**RECITALS:**

- (A) Bidco, a newly-incorporated company indirectly owned by investment funds managed by Ancala Partners LLP ("**Ancala**") and by investment funds managed by Fiera Infrastructure Inc. ("**Fiera**") proposes to announce immediately following execution of this agreement a firm intention to make a recommended offer for the entire issued and to be issued share capital of Augean pursuant to Rule 2.7 of the Code.
- (B) The Acquisition will be made on the terms and subject to the conditions set out in the Announcement and this agreement.
- (C) The parties intend that the Acquisition will be implemented by way of the Scheme, although Bidco reserves the right, subject to the terms of this agreement and the Announcement, to implement the Acquisition by way of the Takeover Offer.
- (D) The parties have agreed to take certain steps to effect the completion of the Acquisition (whether by way of the Scheme or the Takeover Offer) and are entering into this agreement to set out their respective rights, obligations and commitments in relation to such matters.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this agreement (including the recitals but excluding Schedule 1), the terms and expressions listed in this clause 1.1 shall have the meanings set out in this clause 1.1. Terms and expressions used in Schedule 1 shall have the meanings given to them in Schedule 1.

**"Acceptance Condition"** means the acceptance condition to any Takeover Offer;

**"Acquisition"** means the acquisition of the entire issued and to be issued ordinary share capital of Augean by Bidco (other than any Augean Shares already held by the Bidco Group), to be effected by way of: (i) the Scheme; or (ii) the Takeover Offer (as the case may be);

**"Acquisition Document"** means (i) if the Scheme is (or is to be) implemented, the Scheme Document; or (ii) if the Takeover Offer is (or is to be) implemented, the Offer Document;

**"AIM"** means the market of that name operated by the London Stock Exchange plc;

**"AIM Rules"** means the rules and guidance for companies whose shares are admitted to and trading on AIM, entitled "AIM Rules for Companies" as published by the London Stock Exchange plc from time to time;

**"Announcement"** means the announcement detailing the terms and conditions of the Acquisition to be made pursuant to Rule 2.7 of the Code, in substantially the form set out in Schedule 1;

**"Augean Board"** means the board of directors of Augean from time to time;

**"Augean Board Recommendation"** means a unanimous and unqualified recommendation from the Augean Directors to Augean Shareholders in respect of the Acquisition: (i) to vote in favour of the Augean Resolutions; or (ii) if Bidco elects to proceed with a Takeover Offer instead of the Scheme in accordance with the terms of this agreement, to accept the Takeover Offer;

**"Augean Directors"** means the directors of Augean from time to time;

**"Augean General Meeting"** means the general meeting of Augean to be convened in connection with the Scheme, notice of which will be set out in the Scheme Document, including any adjournment thereof;

**"Augean Group"** means Augean and its subsidiaries and subsidiary undertakings and **"member of the Augean Group"** shall be construed accordingly;

**"Augean Resolutions"** means such shareholder resolutions of Augean as are necessary to approve, implement and effect the Scheme and the Acquisition and related changes to Augean's articles of association;

**"Augean Shareholder Meetings"** means the Court Meeting and the Augean General Meeting;

**"Augean Shareholders"** means the holders of Augean Shares from time to time;

**"Augean Shares"** means the ordinary shares of 1 penny each in the capital of Augean;

**"Bidco Directors"** means the directors of Bidco on or following the date of this agreement;

**"Bidco Group"** means Ancala Infrastructure Fund II SCSp and Atlas Co-Investment LP (each being funds managed by Ancala), EagleCrest Infrastructure Canada LP and EagleCrest Infrastructure SCSp (each being funds managed by Fiera), Eleia Topco Limited ("**Topco**") and each of such funds' and Topco's subsidiaries and subsidiary undertakings (including Bidco) and **"member of the Bidco Group"** shall be construed accordingly;

**"Business Day"** means a day other than a Saturday or Sunday or public holiday in England and Wales on which banks in London are open for general commercial business;

**"Code"** means the City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel;

**"Companies Act"** means the Companies Act 2006;

**"Conditions"** means:

- (a) for so long as the Acquisition is being implemented by means of the Scheme, the conditions to the implementation of the Acquisition (including the Scheme) as set out in appendix 1 to the Announcement and to be set out in the Acquisition Document; and
- (b) for so long as the Acquisition is being implemented by means of a Takeover Offer, the conditions referred to in (a) above, as amended by replacing the Scheme Conditions with the Acceptance Condition,

and **"Condition"** shall be construed accordingly;

**"Confidentiality Agreement"** means the confidentiality agreement between Augean and Ancala in relation to the Acquisition dated 24 June 2021;

**"Costs"** means losses, damages, costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever;

**"Court"** means the High Court of Justice in England and Wales;

**"Court Hearing"** means the hearing by the Court of the petition to sanction the Scheme and to grant the Court Order;

**"Court Meeting"** means the meeting(s) of the Scheme Shareholders to be convened by order of the Court pursuant to section 896 of the Companies Act, notice of which will be set out in the Scheme Document, for the purpose of approving the Scheme, including any adjournment thereof;

**"Court Order"** means the order(s) of the Court sanctioning the Scheme under section 899 of the Companies Act;

**"Day 39"** means, in the context of a Takeover Offer, the 21st day prior to Day 60;

**"Day 60"** means, in the context of a Takeover Offer, the sixtieth day after the publication of the initial Offer Document;

**"Effective Date"** means:

- (a) the date on which the Scheme becomes effective in accordance with its terms; or
- (b) if the Takeover Offer is implemented, the date that the Takeover Offer becomes or is declared unconditional in all respects;

**"Group"** means, in relation to any person, that person and any bodies corporate which are subsidiaries or subsidiary undertakings of that person;

**"Law"** means any applicable statute, law, rule, regulation, ordinance, code, order, judgment, injunction, writ, decree, directive, policy, guideline, interpretation or rule of common law issued, administered or enforced by any Regulatory Authority, or any judicial or administrative interpretation thereof;

**"Longstop Date"** means 11.59 p.m. on 31 December 2021 or such later date as may be agreed in writing by Bidco and Augean (with the Panel's consent and as the Court may approve (if such consents(s) or approval(s) is/are required));

**"Offer Document"** means, if Bidco elects to implement the Acquisition by way of a Takeover Offer in accordance with the terms of this agreement, the document to be sent to (among others) Augean Shareholders setting out, among other things, the full terms and conditions of the Takeover Offer;

**"Panel"** means the Panel on Takeovers and Mergers;

**"Regulatory Approvals"** means all authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions, approvals and/or filings that may need to be obtained in respect of the Acquisition including without limitation, its implementation or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Augean or any member of the Augean Group by any member of the Bidco Group, and all waiting periods that may need to have expired, from or under any of the laws, regulations or practices applied by any Regulatory



Authorities, in each case that are necessary to satisfy any of the Conditions referred to in paragraphs 3(a), 3(b) or 3(c) of part A of appendix 1 to the Announcement insofar as any such Condition relates to an official authorisation or regulatory clearance in respect of the Acquisition;

**"Regulatory Authority"** means any central bank, ministry, government or governmental, quasi-governmental (including the United Kingdom and the European Union), supranational, statutory, regulatory or investigative body or authority or tribunal (including any national or supranational anti-trust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), any national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, any trade agency, association, institution, any professional or environmental body or any other body or person in any jurisdiction, including, for the avoidance of doubt, the Panel and the Financial Conduct Authority;

**"Regulatory Information Service"** means any information service authorised from time to time by the Financial Conduct Authority for the purpose of disseminating regulatory announcements;

**"Responsible Persons"** means the Bidco Directors and any other person required by the Panel pursuant to Rule 19.2 of the Code to take responsibility for the information in the Acquisition Document for which an offeror is required to accept responsibility under the Code;

**"Scheme"** means the scheme of arrangement proposed to be made under part 26 of the Companies Act between Augean and the Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Augean and Bidco;

**"Scheme Conditions"** means the Conditions referred to in paragraph 1 of part A of appendix 1 to the Announcement;

**"Scheme Document"** means the document to be sent to (among others) Augean Shareholders containing and setting out, among other things, the full terms and conditions of the Scheme and containing the notices convening the Court Meeting and the Augean General Meeting;

**"Scheme Shareholders"** means the holders of Scheme Shares;

**"Scheme Shares"** has the meaning given in the Announcement;

**"Switch"** has the meaning given in clause 6.1;

**"Takeover Offer"** means a takeover offer (within the meaning of section 974 of the Companies Act) to be made by or on behalf of Bidco to acquire the entire issued and to be issued share capital of Augean on the terms and conditions to be set out in the Offer Document; and

**"Working Hours"** means 9.30 a.m. to 5.30 p.m. in the relevant location on a Business Day.

1.2 In this agreement, unless the context otherwise requires:

(a) the expressions **"subsidiary"** and **"subsidiary undertaking"** have the meanings given in the Companies Act;

- (b) the expressions "**acting in concert**" and "**concert parties**" shall be construed in accordance with the Code;
- (c) "**interest**" in shares or securities shall be construed in accordance with the Code;
- (d) a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- (e) references to a "**person**" include any individual, an individual's executors or administrators, a partnership, a firm, a body corporate (wherever incorporated), an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture, association, works council or employee representative body (in any case, whether or not having separate legal personality);
- (f) references to a recital, paragraph, clause or Schedule (other than a schedule to a statutory provision) shall refer to those of this agreement unless stated otherwise;
- (g) headings do not affect the interpretation of this agreement, the singular shall include the plural and vice versa, and references to one gender include all genders;
- (h) references to time are to London time;
- (i) any reference to a "**day**" (including within the phrase "**Business Day**") shall mean a period of 24 hours running from midnight to midnight;
- (j) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (k) references to "**£**", "**pounds sterling**", "**pence**" and "**p**" are references to the lawful currency from time to time of the United Kingdom;
- (l) any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (m) a reference to any other document referred to in this agreement is a reference to that other document as amended, varied or supplemented at any time; and
- (n) references to this agreement include this agreement as amended or supplemented in accordance with its terms.

1.3 The Schedules form part of this agreement and shall have the same force and effect as if set out in the body of this agreement and any reference to this agreement shall include the Schedules.

## 2. **PUBLICATION OF THE ANNOUNCEMENT AND THE TERMS OF THE ACQUISITION**

2.1 The obligations of the parties under this agreement, other than this clause 2.1 and clauses 9 to 17 (inclusive) and 20 to 24 (inclusive), shall be conditional on the release of the Announcement via a Regulatory Information Service at or before 8.00 a.m. on the next Business Day following the date of this agreement or such later time and date as the parties may agree (and, where required by the Code, the Panel may approve). This clause 2.1 and clauses 1, 9 to 17 (inclusive) and 20 to 24 (inclusive) shall take effect on and from execution of this agreement.

2.2 The terms of the Acquisition shall be as set out in the Announcement, together with such other terms as may be agreed by the parties in writing (save for an increase in the consideration to be paid to Augean Shareholders which will be at the absolute discretion of Bidco) and, where required by the Code, approved by the Panel. The terms of the Acquisition at the date of publication of the Acquisition Document shall be set out in the Acquisition Document.

2.3 Subject to clause 3.7, Bidco undertakes to Augean to co-operate with Augean and its advisers for the purposes of implementing, and to use reasonable endeavours to implement, the Acquisition in substantially the form contemplated by, and on the terms set out in, the Announcement.

### 3. **UNDERTAKINGS IN RELATION TO REGULATORY APPROVALS AND CONDITIONS**

3.1 Bidco confirms that it is not aware of any matter or circumstance which would or could reasonably be expected to mean that any of the Conditions cannot be satisfied. For the avoidance of doubt, Bidco confirms that, as at the date of this agreement, no Regulatory Approval constitutes a Condition to the implementation of the Acquisition.

3.2 If Bidco is or becomes aware of any matter which might reasonably be considered to be material in the context of the satisfaction or waiver, or to provide sufficient grounds for it to be able to invoke, any of the Conditions, it will promptly make the substance of all such matters known to the other party and provide such details and further information of which Bidco is aware and which Augean may reasonably request, provided that in respect of any information the circulation of which would adversely affect Bidco's legitimate business interests, this clause 3.2 shall only require Bidco to provide, or procure the provision of, non-confidential versions of such information to Augean and in respect of any competitively sensitive information, such information shall be provided pursuant to the Confidentiality Agreement (or on an external counsel only basis), and provided further that Bidco shall not be required to provide to Augean any confidential personal information required by any Regulatory Authority.

3.3 Bidco shall have primary responsibility for obtaining any Regulatory Approval and undertakes to Augean, if and to the extent permitted by applicable law and the requirements of the relevant Regulatory Authority:

- (a) promptly to notify Augean of any communication (whether written or oral) from or with any Regulatory Authority;
- (b) where practicable, to give Augean reasonable notice of and reasonable opportunity to participate in all meetings and telephone calls with any Regulatory Authority;
- (c) to provide Augean with drafts of all written communications intended to be sent to any Regulatory Authority sufficiently in advance of their submission to allow Augean a reasonable opportunity to comment on them and provide Augean with final copies of all such communications; and
- (d) to keep Augean reasonably informed of any developments which are material to the obtaining of any Regulatory Approvals,

provided that in respect of any information the circulation of which would adversely affect Bidco's or Augean's legitimate business interests, this clause 3.3 (and clause 3.6) shall only require the disclosing party to provide, or procure the provision of, non-confidential versions of such information to the other party and in respect of any competitively sensitive information, such information shall be exchanged pursuant to the Confidentiality Agreement (or on an external counsel only basis), and provided further that a party shall not be required to provide to the other party any confidential personal information required by any Regulatory Authority.

- 3.4 If any Regulatory Authority in any jurisdiction enacts, makes or proposes any statute, regulation, decision or order, or imposes or proposes to impose any requirement, or takes any other steps or action under the laws of any jurisdiction, in connection with the Acquisition or as a condition of any Regulatory Approval, Bidco shall use reasonable endeavours to take or cause to be taken all steps or actions necessary in order to comply with such statute, regulation, decision or order or to prevent such event or matter from impeding completion of the Acquisition or the payment of the consideration under the Acquisition.
- 3.5 Bidco shall be responsible for paying any filing, administrative or other fees levied by any Regulatory Authority for the purpose of obtaining any Regulatory Approval, unless such fees are payable by Augean as specified by the applicable local laws.
- 3.6 Augean undertakes (subject to the proviso in clause 3.3) promptly to provide such information and assistance to Bidco as Bidco may reasonably require for the purposes of obtaining any Regulatory Approvals and making submissions, filings or notifications to Regulatory Authorities.
- 3.7 Nothing in this agreement shall at any time oblige Bidco:
- (a) to waive or treat as satisfied any Condition that Bidco is entitled, with the permission of the Panel, to invoke; or
  - (b) where Bidco has given notice to Augean that it considers it is or may be entitled to invoke a Condition, to waive or treat as satisfied any Condition before the date on which the Panel rules (or if any such ruling is capable to appeal, Bidco confirms that it does not intend to appeal) that any such Condition may not be invoked.

#### 4. **SCHEME DOCUMENT**

Where the Acquisition is being implemented by way of the Scheme, Bidco agrees:

- (a) promptly to provide Augean all such information about itself, its directors, the Bidco Group, Ancala, Fiera (and, to the extent required by the Panel, any other person connected with Bidco) as may reasonably be requested or which is required by Augean (having regard to the Code and other Law) for inclusion in the Scheme Document (including any information required under the Code or other Law);
- (b) promptly to provide Augean with all such other assistance and access as may reasonably be requested or required in connection with the preparation of the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Scheme, including access to, and ensuring the provision of reasonable assistance by, Bidco's relevant professional advisers; and
- (c) to procure that the Responsible Persons accept responsibility, in the terms required by the Code, for all the information (including any expressions of opinion) in the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Scheme relating to themselves (and members of their immediate families, related trusts and persons connected with them), Ancala, Fiera, the Bidco Group, the financing of the Acquisition, information on Bidco's future plans for the Augean Group, its management and employees, any statements of opinion, belief or expectation of the Responsible Persons in relation to the Acquisition or the enlarged group of Bidco following the Effective Date and any other information in the Scheme Document for which an offeror is required to accept responsibility under the Code.

## 5. **IMPLEMENTATION OF THE ACQUISITION**

5.1 Where the Acquisition is being implemented by way of the Scheme:

- (a) Bidco undertakes that, by no later than 5.00 p.m. on the Business Day immediately preceding the Court Hearing, it shall deliver a notice in writing to Augean either:
  - (i) confirming the satisfaction or waiver of all Conditions (other than the Scheme Conditions); or
  - (ii) confirming its intention to invoke a Condition (which will always be subject to the consent of the Panel) and providing reasonable details of the event which has occurred, or circumstances which have arisen, which Bidco reasonably considers entitle it to invoke the Condition and why, in the case of any Condition to which Rule 13.5 of the Code applies, Bidco considers such event or circumstance to be of material significance to Bidco in the context of the Acquisition; and
- (b) in circumstances in which Bidco confirms the satisfaction or waiver of all Conditions (other than the Scheme Conditions) as contemplated by clause 5.1(a)(i), Bidco shall instruct counsel to appear on its behalf at the Court Hearing and undertake to the Court to be bound by the terms of the Scheme in so far as it relates to Bidco.

## 6. **SWITCHING TO A TAKEOVER OFFER**

6.1 The parties currently intend that the Acquisition will be implemented by way of the Scheme. However, Bidco shall be entitled, with the consent of the Panel, to implement the Acquisition by way of a Takeover Offer rather than the Scheme (such election being a "**Switch**").

6.2 In the event of any Switch, unless otherwise agreed with Augean or required by the Panel:

- (a) Bidco shall:
  - (i) discuss any announcements relating to the Switch and its implementation and any proposed changes to the timetable in relation to the implementation of the Switch with Augean in a timely manner;
  - (ii) prepare, as soon as reasonably practicable, the Offer Document and related form of acceptance;
  - (iii) consult with Augean as to the timing of the publication of the Offer Document and the form of acceptance; and
  - (iv) consult with Augean as to the form and content of the Offer Document and the form of acceptance;
- (b) the Acceptance Condition shall be set at not more than 75 per cent of the Augean Shares to which the Takeover Offer relates or, where any of the circumstances set out in Note 2 of Section 8 of Appendix 7 of the Code applies, 90 per cent of the Augean Shares to which the Takeover Offer relates (or such lesser percentage, being more than 50 per cent of the outstanding voting rights attaching to the Augean Shares, as the parties may agree with, to the extent necessary, the consent of the Panel);
- (c) Bidco shall not, and shall procure that no member of the Bidco Group shall:
  - (i) make (or otherwise be treated by the Panel as having made) an acceleration statement (as referred to in Rule 31.5 of the Code) earlier than 14 days prior to Day 60; or

- (ii) publish (or otherwise be treated by the Panel as having published) an acceptance condition invocation notice (as referred to in Rule 31.6 of the Code) earlier than 14 days prior to Day 60;
- (d) where a material official authorisation or regulatory clearance remains outstanding:
  - (i) Bidco shall consult with Augean to ensure that appropriate steps are taken to suspend the offer timetable by 5.00 p.m. on the second day prior to Day 39 (including, if applicable, making a joint request to the Panel pursuant to Rule 31.4(a)(i) of the Code in respect of such a suspension); and
  - (ii) Bidco shall not, without the consent of Augean, request that the Panel suspends the offer timetable in accordance with Rule 31.4(a)(ii) of the Code;
- (e) Bidco shall ensure that the only conditions to the Takeover Offer shall be the Conditions, subject to replacing the Scheme Conditions with the Acceptance Condition and any other modifications or amendments to the Conditions as may be required by the Panel or agreed in writing between the parties;
- (f) Bidco shall keep Augean informed, on a confidential basis within two Business Days following receipt of a written request from Augean, of the number of Augean Shareholders that have validly returned their acceptance or withdrawal forms or incorrectly completed their acceptance or withdrawal forms, the identity of such shareholders and the number of Augean Shares to which such forms relate; and
- (g) all provisions of this agreement relating to the Scheme and its implementation shall apply to the Takeover Offer or its implementation *mutatis mutandis*.

## 7. **DIRECTORS' AND OFFICERS' INSURANCE**

- 7.1 If and to the extent such obligations are permitted by Law, for six years after the Effective Date, Bidco shall procure that the members of the Augean Group honour and fulfil their respective obligations (if any) existing as at the date of this agreement, and which have been fairly disclosed to Bidco, to indemnify their respective directors and officers, to advance expenses and to provide all reasonable assistance to the current directors and officers of Augean to the extent they need to make a claim against the existing Augean directors' and officers' insurance policy (including any associated run-off cover), in each case with respect to matters existing or occurring at or prior to the Effective Date.
- 7.2 With effect from the Effective Date, Bidco agrees to procure the provision of directors' and officers' liability insurance cover for both current and former directors and officers of the Augean Group, including directors and officers who retire or whose employment is terminated as a result of the Acquisition, for acts and omissions up to and including the Effective Date, in the form of runoff cover for a period of six years following the Effective Date (the "**D&O Insurance**"). Such D&O Insurance shall be with reputable insurers and provide cover, in terms of amount and breadth, at least as much as that provided under the Augean Group's directors' and officers' liability insurance as at the date of this agreement. Bidco shall, and shall procure that each member of the Bidco Group shall, provide all reasonable assistance to any current and former directors and officers of the Augean Group to the extent they need to make a claim against the D&O Insurance with respect to acts and omissions up to and including the Effective Date.

## 8. **TERMINATION**

- 8.1 Subject to clauses 8.2 and 8.3, this agreement shall terminate and all obligations of the parties under this agreement shall cease, as follows:
- (a) if agreed in writing between the parties;

- (b) if the Acquisition is, with the permission of the Panel, withdrawn or lapses in accordance with its terms prior to the Longstop Date (other than where: (i) such lapse or withdrawal is as a result of the exercise of Bidco's right to effect a Switch in accordance with the terms of this agreement; or (ii) it is otherwise to be followed within five Business Days by an announcement under Rule 2.7 of the Code made by Bidco or a person acting in concert with Bidco to implement the Acquisition by a different offer or scheme on substantially the same or improved terms);
- (c) if Scheme Shareholders vote at the Court Meeting and such vote does not achieve the requisite majorities for the Scheme to be approved, Augean Shareholders vote on the Augean Resolutions at the Augean General Meeting and any such vote does not achieve the requisite majority for the relevant Augean Resolution to be passed or the Court refuses to sanction the Scheme;
- (d) if the Scheme is not sanctioned at the Court Hearing and Bidco has not elected, in accordance with clause 6, to implement the Acquisition by means of a Takeover Offer;
- (e) an offer made by a third party completes, becomes effective or is declared or becomes unconditional in all respects;
- (f) unless otherwise agreed by the parties in writing, if the Effective Date has not occurred on or before the Longstop Date; or
- (g) upon service of written notice by Bidco on Augean if:
  - (i) the Augean Board:
    - (A) withdraws, qualifies or adversely modifies the Augean Board Recommendation;
    - (B) prior to the publication of the Acquisition Document, withdraws, qualifies or adversely modifies its intention to make the Augean Board Recommendation in the Acquisition Document;
  - (ii) does not include the Augean Board Recommendation in the Acquisition Document; or
  - (iii) a third party announces a firm intention to make an offer or a revised offer for the issued and to be issued ordinary share capital of Augean which is recommended by the Augean Board.

8.2 Termination of this agreement shall be without prejudice to the rights of the parties which have arisen prior to termination, including any claim in respect of a breach of this agreement.

8.3 Clause 7, clauses 11 to 17 (inclusive), clauses 20 to 24 (inclusive), this clause 8 and all related provisions of clause 1 shall survive termination of this agreement.

## 9. TAKEOVER CODE

9.1 Nothing in this agreement shall in any way limit the parties' obligations under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this agreement shall take precedence over such terms of this agreement.

9.2 The parties agree that, if the Panel determines that any provision of this agreement that requires Augean to take or not to take any action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

9.3 Nothing in this agreement shall oblige Augean or the Augean Directors to recommend any Takeover Offer or any Scheme proposed by Bidco or any member of its Group.

9.4 Without prejudice to the representations and warranties given by the parties pursuant to clause 10, nothing in this agreement shall be taken to restrict the directors of any member of the Augean Group or the Bidco Group from complying with Law, orders of court or regulations, including the Code, the AIM Rules and the rules and regulations of the Panel and the Financial Conduct Authority.

## 10. REPRESENTATIONS AND WARRANTIES

10.1 Each party represents and warrants to the other party on the date of this agreement that:

- (a) it has the requisite power and authority to enter into and perform its obligations under this agreement;
- (b) this agreement constitutes its binding obligations in accordance with its terms; and
- (c) the execution and delivery of, and performance of its obligations under, this agreement will not:
  - (i) result in any breach of any provision of its constitutional documents;
  - (ii) result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or
  - (iii) result in a breach of any order, judgment, or decree of any court or governmental agency to which it is a party or by which it is bound.

10.2 Bidco represents and warrants to Augean that as at the date of this agreement no shareholder resolution of any member of the Bidco Group is required to implement the Acquisition.

10.3 Neither party shall have any claim against the other party pursuant to clause 10.1 or 10.2 for misrepresentation or breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

## 11. COSTS

Except as otherwise provided in this agreement, each party shall pay its own Costs incurred in connection with negotiating, preparing and completing this agreement or otherwise in connection with the Acquisition.

## 12. ENTIRE AGREEMENT

12.1 Without prejudice to the terms of the Announcement or the Acquisition Document, this agreement and the Confidentiality Agreement together set out the entire agreement between the parties relating to the Acquisition and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the Acquisition.

12.2 Each party acknowledges that in entering into this agreement it is not relying upon any pre-contractual statement that is not set out in this agreement or the Confidentiality Agreement.

12.3 Except in the case of fraud or fraudulent misrepresentation, no party shall have any right of action against any other party to this agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this agreement or the Confidentiality Agreement.



- 12.4 For the purposes of this clause, pre-contractual statement means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this agreement or the Confidentiality Agreement made or given by any person at any time prior to the entry into of this agreement.
- 12.5 Nothing in this agreement shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.
- 12.6 Each party agrees to the terms of this clause 12 on its own behalf.

13. **ASSIGNMENT**

Unless the parties specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this agreement nor grant, declare, create or dispose of any right or interest in it.

14. **NOTICES**

- 14.1 Any notice to be given by one party to the other party in connection with this agreement shall be in writing in English and signed by or on behalf of the party giving it. It shall be delivered by hand, e-mail, registered post or courier using an internationally recognised courier company.
- 14.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.
- 14.3 The addresses and e-mail addresses of the parties for the purpose of clause 14.1 are:

(a) **Bidco**

Address: Eleia Limited  
c/o Ancala Partners LLP  
Kings House  
36-37 King Street  
London, EC2V 8BB  
United Kingdom

E-mail: karen.dolenec@ancala.com  
jcogley@fierainfrastructure.com

For the attention of: Karen Dolenec and Jason Cogley

With a copy (which shall not constitute notice) to:

Address: Fiera Infrastructure  
3<sup>rd</sup> Floor, 3 Old Burlington Street

London, W1S 3AE

United Kingdom

and

Address: Clifford Chance LLP

10 Upper Bank Street

London, E14 5JJ

United Kingdom

E-mail: Lee.Coney@CliffordChance.com

Toby.Parkinson@CliffordChance.com

For the attention of: Lee Coney and Toby Parkinson

(b) **Augean**

Address: Augean Plc

4 Rudgate Court

Walton, Wetherby

West Yorkshire, LS23 7BF

United Kingdom

E-mail: AngelaMcGhin@Augeanplc.com

For the attention of: Angela McGhin

With a copy (which shall not constitute notice) to:

Address: Ashurst LLP

London Fruit & Wool Exchange

1 Duval Square

London, E1 6PW

United Kingdom

E-mail: Tom.Mercer@ashurst.com

James.Fletcher@ashurst.com

Harry.Thimont@ashurst.com

For the attention of: Tom Mercer, James Fletcher and Harry Thimont

14.4 Each party shall notify the other party in writing of any change to its details in clause 14.3 from time to time.

15. **LANGUAGE**

Each language of communication under or in connection with this agreement shall be in English.

16. **WAIVERS, RIGHTS AND REMEDIES**

16.1 The rights and remedies provided for in this agreement are cumulative and not exclusive of any other rights or remedies, whether provided by Law or otherwise.

16.2 No failure to exercise, or delay in exercising, any right under this agreement or provided by Law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this agreement or provided by Law shall not preclude any further exercise of it.

16.3 Without prejudice to any other rights or remedies that the other party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of this agreement and that accordingly the other party may be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief, or any combination of these remedies, for any threatened or actual breach of this agreement by any party and no proof of special damages shall be necessary for the enforcement by any party of the rights under this agreement and no party shall oppose a remedy on the grounds that damages would be an adequate alternative (without prejudice to any right to assert that there has been no breach of the terms of this agreement).

17. **NO PARTNERSHIP**

No provision of this agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

18. **TIME OF ESSENCE**

Except as otherwise expressly provided, time shall be of the essence in this agreement both as regards any dates, times and periods mentioned and as regards any dates, times and periods which may be substituted for them in accordance with this agreement or by agreement in writing between Bidco and Augean.

19. **FURTHER ASSURANCES**

At its own Cost, each party shall (and shall procure that members of its Group shall and shall use reasonable endeavours to procure that any necessary third party shall) execute such documents and do such acts and things as may be necessary for the purpose of giving the full benefit of this agreement.

20. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this agreement by e-mail attachment or telecopy will be an effective mode of delivery.

## 21. **VARIATIONS**

21.1 No variation of this agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

21.2 If this agreement is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this agreement;
- (b) the variation shall not affect any rights, obligations or liabilities under this agreement that have already accrued up to the date of variation; and
- (c) the rights and obligations of the parties under this agreement shall remain in force, except as, and only to the extent that, they are varied.

## 22. **INVALIDITY**

22.1 Each of the provisions of this agreement are severable.

22.2 If and to the extent that any provision of this agreement:

- (a) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this agreement, nor the validity or enforceability of that provision under the Law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 22.2.

## 23. **THIRD PARTY ENFORCEMENT RIGHTS**

23.1 Each of the persons to whom clauses 7.1 and/or 7.2 applies may under the Contracts (Rights of Third Parties) Act 1999 enforce the terms of clauses 7.1 and/or 7.2 (as applicable). This right is subject to: (i) the rights of the parties to rescind or vary this agreement without the consent of any other person and; (ii) the other terms and conditions of this agreement.

23.2 Except as set out in clause 23.1, a person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## 24. **GOVERNING LAW AND JURISDICTION**

24.1 This agreement and any non-contractual obligations arising out of or in connection with this agreement shall be governed by, and interpreted in accordance with, English law.

24.2 The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this agreement including, without limitation disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, termination or the legal relationships established by, this agreement; and (ii) any non-contractual obligations arising out of or in connection with this agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by an English court exercising jurisdiction pursuant to this clause.

**IN WITNESS** whereof this agreement has been entered into on the date stated on page 1.



**SCHEDULE 1**

**Form of Announcement**

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION**

**FOR IMMEDIATE RELEASE**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

24 August 2021

**RECOMMENDED CASH OFFER**

**for**

**AUGEAN PLC**

**by**

**ELEIA LIMITED**

*(a newly-formed company indirectly owned by a consortium consisting of investment funds managed by (i) Ancala Partners LLP, and (ii) Fiera Infrastructure Inc.)*

to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006

**Summary**

- The boards of Augean plc ("**Augean**" or the "**Company**") and Eleia Limited ("**Bidco**"), a special purpose vehicle formed by investment funds managed by Ancala Partners LLP ("**Ancala**") and investment funds managed by Fiera Infrastructure Inc. ("**Fiera Infrastructure**"), are pleased to announce that they have agreed the terms of a recommended all cash offer for Augean by Bidco, pursuant to which Bidco will acquire the entire issued and to be issued ordinary share capital of Augean (the "**Offer**").
- Under the terms of the Offer, Augean Shareholders will be entitled to receive:  
**for each Scheme Share: 325 pence in cash**
- The Offer values the entire issued and to be issued ordinary share capital of Augean at approximately £341.2 million on a fully diluted basis and represents a premium of approximately:
  - 16.1 per cent. to the offer price of 280 pence per Augean Share from MSIP which was announced on 30 July 2021, assuming no payment is made in respect of the contingent value rights offered in connection with the MSIP Offer;
  - 8.3 per cent. to the offer price of 280 pence per Augean Share from MSIP which was announced on 30 July 2021, assuming the maximum payment is

made in respect of the contingent value rights offered in connection with the MSIP Offer;

- 30.8 per cent. to the Closing Price of 248.5 pence per Augean Share on 26 May 2021 (being the last Business Day before the commencement of the Offer Period); and
- 47.2 per cent. to the two-month volume weighted average price of 220.8 pence per Augean Share for the period ending 26 May 2021 (being the last Business Day before the commencement of the Offer Period).
- **The terms of the Offer represent an attractive premium for Augean Shareholders over the terms of the MSIP Offer and accordingly the Augean Directors urge Augean Shareholders to take no action in respect of the MSIP Offer.**
- If, on or after the date of this announcement and before the Effective Date, any dividend, distribution and/or other return of capital is declared, made or paid or becomes payable in respect of the Augean Shares, Bidco reserves the right to reduce the cash consideration payable under the terms of the Offer by the amount of any such dividend, distribution and/or return of capital which is paid or becomes payable by the Company to Augean Shareholders, in which case the relevant eligible Augean Shareholders will be entitled to receive and retain such dividend, distribution and/or return of capital declared, made or paid.
- It is intended that the Offer will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act. In order to become Effective, the Scheme must be approved by a majority in number of the Scheme Shareholders present and voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders. Further details of the Scheme and the Court Meeting are contained in the full text of this announcement. In addition, the implementation of the Scheme must also be approved by the requisite majority of Augean Shareholders at the General Meeting. Bidco reserves the right to elect, in accordance with the Co-operation Agreement and with the consent of the Panel, to implement the Offer by way of a Takeover Offer for the whole of the issued and to be issued ordinary share capital of the Company as an alternative to the Scheme.

#### **Ancala, Fiera Infrastructure and Bidco and background to and reasons for the Offer**

- Ancala is an independent infrastructure investment manager established in 2010. Ancala's strategy is to deliver stable risk-adjusted returns by investing in essential, mid-market infrastructure businesses in Europe. Ancala has an established team combining operating, financial, execution, management and institutional experience – including Industry Partners and several senior advisers with significant operational and leadership experience in managing major infrastructure assets, as well as waste management businesses. Ancala has identified the waste management sector as one of its key target sectors and has successfully made a number of investments in this sector to date.



- Fiera Infrastructure is a leading global mid-market, infrastructure investment manager headquartered in Toronto, Canada. Fiera Infrastructure's mandate is to take a long-term approach to infrastructure investing across all subsectors of the infrastructure asset class and in selected OECD countries. With local presence in Toronto, London and New York, Fiera Infrastructure has invested in more than 39 infrastructure assets across waste management, utilities, telecommunications, transportation, renewables and public-private partnerships. Fiera Infrastructure is majority owned by Fiera Capital Corporation, a publicly-traded company on the Toronto Stock Exchange. Fiera Capital Corporation is one of Canada's leading investment management firms, providing full-service, multi-product investment advisory and related services. Fiera Infrastructure has an existing investment platform and extensive experience in the UK waste management sector, including an investment in Cory Group, one of the UK's leading waste management, recycling and energy recovery companies.
- Bidco is a newly established investment vehicle jointly owned by investment funds managed by Ancala and investment funds managed by Fiera Infrastructure, and has been formed specifically for the purposes of making the Offer.
- Both members of the Consortium are long term investors in the waste management sector and have spent significant time and resource in conjunction with their industry experts evaluating the hazardous waste management sector and Augean in particular.
- The Consortium believes that Augean represents an attractive opportunity to acquire a highly regarded leader in the hazardous waste management sector. The Consortium recognises the high quality of Augean's strategically located facilities and breadth of customer relationships. With exposure to attractive end markets and further growth opportunities, the Consortium looks forward to working with the Augean management team and supporting the business through its next stage of growth.
- Through their respective experience investing in the UK waste management sector, both members of the Consortium will provide Augean the necessary financial, technical and strategic support to thrive as a private company.

### **Recommendation and letters of intent**

- The Augean Directors, who have been so advised by Rothschild & Co as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing its advice, Rothschild & Co has taken into account the commercial assessments of the Augean Directors. Rothschild & Co is providing independent financial advice to the Augean Directors for the purposes of Rule 3 of the Code.
- **Accordingly, the Augean Directors intend to recommend unanimously that Augean Shareholders vote, or procure the voting, in favour of the Scheme at the Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, that Augean Shareholders accept or procure acceptance of, that Takeover Offer).**
- **The Augean Directors believe that the superior offer price of 325 pence in cash per Augean Share is compelling and urge Augean Shareholders to take no action in relation to the MSIP Offer.**

- Bidco has received non-binding letters of intent from Artemis Investment Management LLP, Chelverton Asset Management Limited, Close Asset Management Limited and Hargreave Hale Limited to vote (or, where applicable, procure voting) in favour of the Scheme at the Court Meeting and to vote (or, where applicable, procure voting) in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 26,644,898 Augean Shares, representing approximately 25.38 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date. In addition, the non-binding letter of intent received from Hargreave Hale Limited provides that it would not consider accepting a further offer unless it were at least 20 pence in cash higher than Bidco's offer price for each Augean Share pursuant to the terms of the Offer.
- In addition, Bidco has received non-binding letters of intent from the Harwood Entities to, in the event that the relevant MSIP Undertakings lapse, provide binding irrevocable undertakings to Bidco in connection with the Offer to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 25,100,000 Augean Shares, representing approximately 23.91 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date, which such irrevocable undertakings will cease to be binding in the event that: (i) Bidco announces, with the consent of the Panel, that it does not intend to make or proceed with the Offer and no new or replacement Scheme or Takeover Offer is announced in accordance with the Code at the same time; (ii) the Offer lapses or is withdrawn; or (iii) the Offer has not become effective or been declared unconditional in all respects by the Long Stop Date.
- Bidco has also received a non-binding letter of intent from Gresham House Strategic PLC to provide a binding irrevocable undertaking to Bidco in connection with the Offer to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 5,870,604 Augean Shares, representing approximately 5.59 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date, which such irrevocable undertaking will cease to be binding, inter alia, in the event that an announcement is made in accordance with Rule 2.7 of the Code of an offer, whether by way of a takeover offer or a scheme of arrangement, or any other transaction which constitutes a takeover offer for the purposes of the Code, for Augean and the consideration payable to Augean Shareholders per Augean Share under such offer represents an amount in cash that is at least 345 pence for each Augean Share.
- Therefore, as at the date of this announcement, Bidco has received non-binding letters of intent to vote, or procure the voting, in favour of the Scheme at the Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), in the case of the Harwood Entities, in the event that the relevant MSIP Undertakings lapse<sup>1</sup>, in respect

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<sup>1</sup> The MSIP Undertaking provided by Gresham House Strategic PLC has lapsed, following the release of this announcement.

of a total of 57,615,502 Augean Shares, in aggregate, representing approximately 54.89 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date.

- Full details of the letters of intent are set out in Appendix 3 to this announcement.

### **Timetable and Conditions**

- The Offer is subject to the Conditions and certain further terms set out in Appendix 1 and to the full terms and conditions which will be set out in the Scheme Document.
- Further details of the Scheme will be set out in the Scheme Document, which is expected to be dispatched to Augean Shareholders (together with the Forms of Proxy) in the week commencing 6 September 2021 and by no later than 28 days from the date of this announcement (unless Bidco and Augean otherwise agree, and the Panel consents, to a later date). The Court Meeting and the General Meeting are expected to be held in the week commencing 27 September 2021.
- Subject to the satisfaction or waiver (as applicable) of all relevant conditions, including the Conditions and certain terms set out in Appendix 1 to this announcement and to be set out in the Scheme Document, the Scheme is expected to become Effective in October 2021. An expected timetable of principal events will be included in the Scheme Document.

Commenting on the Offer, Jim Meredith, Executive Chairman of Augean, said:

*"The Augean Board believes that Ancala and Fiera Infrastructure are well-respected as long-term investors in the infrastructure sector and will be able to support Augean's strategy of providing the highest level of customer service and safe operations in niche and highly regulated hazardous waste markets. We recognise the increase in the price offered to Augean Shareholders under the Offer when compared with the MSIP Offer and have accordingly recommended the Offer to Augean Shareholders."*

*"As Ancala and Fiera Infrastructure intend to maintain the same strategy and footprint, we also believe that the acquisition is a good outcome for all Augean stakeholders, including our employees, our customers and the wider UK economy."*

Commenting on the Offer, Karen Dolenc, Partner of Ancala, said:

*"Augean provides essential and responsible hazardous waste management services to key private and governmental infrastructure operators. Ancala has been impressed by the high quality of the team and operations and is excited to support the Company in expanding its role in this critical part of an effective waste management ecosystem."*

Commenting on the Offer, Alina Osorio, President of Fiera Infrastructure, said:

*"Augean is a leading provider of hazardous waste management services in the UK, offering essential and responsible treatment and disposal solutions for hazardous materials. Fiera Infrastructure is excited to work alongside the management team at Augean to support the company in its next stage of growth."*

**This summary should be read in conjunction with, and is subject to, the full text of this announcement and the Appendices. The Offer will be subject to the Conditions and the further terms set out in Appendix 1 to this announcement and to the full terms and conditions to be set out in the Scheme Document. Appendix 2 to this announcement contains the sources and bases of certain information used in this summary and in this announcement. Appendix 3 contains particulars of the letters of intent, and Appendix 4 to this announcement contains definitions of certain terms used in this summary and this announcement.**

## **Enquiries**

### **Bidco, Ancala and Fiera Infrastructure**

Karen Doleneć, Ankur Ajmera (Ancala) +44 (0) 208 059 0320

Jason Cogley, Daniel Anderson (Fiera Infrastructure) +44 (0) 208 194 4290

### **Jefferies (Sole Financial Adviser to Bidco)**

Paul Bundred, Lorna Shearin, Harry Le May +44 (0) 207 029 8000

### **Augean**

Jim Meredith, Mark Fryer +44 (0) 1937 844 980

### **Rothschild & Co (Sole Financial Adviser to Augean)**

Ravi Gupta, Robert Barnes +44 (0) 207 280 5000

### **Singer Capital Markets (Nominated Adviser and Corporate Broker to Augean)**

Jen Boorer, Rachel Hayes +44 20 7496 3000

Clifford Chance LLP has been retained as legal adviser to Bidco, Ancala and Fiera Infrastructure. Ashurst LLP has been retained as legal adviser to Augean.

## ***Important information***

*Jefferies International Limited ("**Jefferies**")*, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Bidco and no one else in connection with the Offer and will not be responsible to anyone other than Bidco for providing the protections afforded to clients of Jefferies nor for providing advice in relation to the Offer or any other matters referred to in this announcement. Neither Jefferies 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 Jefferies in connection with this announcement, any statement contained herein or otherwise.

*N.M. Rothschild & Sons Limited ("**Rothschild & Co**")*, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Augean and no one else in

*connection with the matters described in this announcement and will not be responsible to anyone other than Augean for providing the protections afforded to clients of Rothschild & Co nor for providing advice in connection with any matter referred to herein. Neither Rothschild & Co nor any of its affiliates (nor their respective directors, officers, employees or agents) 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 or otherwise.*

*Singer Capital Markets Advisory LLP, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as Nominated Adviser and Broker for Augean and for no one else in connection with the matters set out in this announcement and will not regard any other person as its client in relation to the matters referred to in this announcement and will not be responsible to anyone other than Augean for providing the protections afforded to its clients, nor for providing advice in relation to the content of this announcement or any other matter referred to herein. Neither Singer Capital Markets nor any of its subsidiaries, branches or 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 Singer Capital Markets in connection with this announcement, any statement contained herein or otherwise.*

*This announcement is for information purposes only, and is not intended to, and does not, constitute or form part of, any offer or inducement to sell or an invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Offer or otherwise, nor shall there be any sale, issuance or transfer of securities of Augean in any jurisdiction in contravention of applicable law.*

*The Offer will be made solely on the terms to be set out in the Scheme Document and the Forms of Proxy (or, if the Offer is implemented by way of a Takeover Offer, the Offer Document and form of acceptance), which will contain the full terms and conditions of the Offer including details of how to vote in respect of the Offer. Any vote in respect of the Scheme or other decision or response in relation to the Offer should be made only on the basis of the information contained in the Scheme Document (or, if the Offer is implemented by way of a Takeover Offer, the Offer Document). Augean Shareholders are advised to read carefully the Scheme Document and related Forms of Proxy (or, if applicable, the Offer Document) once these have been dispatched.*

*This announcement does not constitute a prospectus, prospectus equivalent document or prospectus exempted document for the purposes of Article 1(4) or (5) of the UK Prospectus Regulation.*

*No person should construe the contents of this announcement as legal, financial or tax advice and any interested person should consult their own advisers in connection with such matters.*

### ***Overseas jurisdictions***

*This announcement has been prepared in accordance with and for the purpose of complying with English law, the Code, the AIM Rules, the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules, and the information disclosed may not be the same as*

*that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside of England and Wales.*

*The release, publication or distribution of this announcement in or into certain jurisdictions other than the United Kingdom may be restricted by law and may affect the availability of the Offer to persons who are not resident in the United Kingdom. Persons who are not resident in the United Kingdom, or who are subject to laws of any jurisdiction other than the United Kingdom, should inform themselves about, and observe any applicable requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this announcement, the Scheme Document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and should seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Augean Shares at the Court Meeting or the General Meeting, or to execute and deliver Forms of Proxy appointing another to vote their Augean Shares in respect of the Court Meeting or the General Meeting on their behalf, may be affected by the laws of the relevant jurisdiction in which they are located.*

*Any failure to comply with the applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility and liability for the violation of such restrictions by any person.*

*Unless otherwise determined by Bidco or required by the Code, and permitted by applicable law and regulation, the Offer will not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Offer will not be capable of acceptance and no person may vote in favour of the Offer by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this announcement and formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this announcement and all such documents relating to the Offer (including custodians, nominees and trustees) must not distribute or send them into or from a Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Offer.*

*If the Offer is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.*

*Further details in relation to Overseas Shareholders will be contained in the Scheme Document.*

## **Notice to US investors in Augean**

*The Offer relates to the shares of an English company and it is proposed to be made by means of a scheme of arrangement provided for under English law. The Scheme will relate to the shares of an English company that is a "foreign private issuer" as defined under Rule 3b-4 under the US Exchange Act. A transaction effected by means of a scheme of arrangement is not subject to the shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme is subject to the disclosure requirements, rules and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation and tender offer rules.*

*Financial statements, and all financial information included in the relevant documentation, will have been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial statements of US companies or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.*

*In the event that the Offer is implemented by way of a Takeover Offer and extended into the US, Bidco will do so in satisfaction of the procedural and filing requirements of the US securities laws at that time, to the extent applicable thereto. If Bidco were to elect to implement the Offer by means of a Takeover Offer, such Takeover Offer shall be made in compliance with applicable UK and US securities laws and regulations, including the US tender offer rules. Such Takeover Offer would be made in the US by Bidco and no one else. In addition to any such Takeover Offer, Bidco, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Augean outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. 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 United Kingdom, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com). If such purchases or arrangements to purchase are made they would be made outside the United States in compliance with applicable law, including the US Exchange Act.*

*The receipt of consideration by a US holder for the transfer of its Augean Shares pursuant to the Scheme may have tax consequences in the US and such consequences, if any, are not described herein. Each Augean Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Offer applicable to them, including under applicable United States state and local, as well as overseas and other, tax laws.*

*Augean and Bidco are both incorporated under the laws of England and Wales. Some or all of the officers and directors of Augean are residents of countries other than the United States. In addition, some of the assets of Bidco and Augean are located outside the United States. As a result, it may be difficult for US holders of Augean Shares to enforce their rights and any claim arising out of the US federal laws or to enforce against them a judgment of a US court predicated upon the securities laws of the United Kingdom. US holders of Augean Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.*

### ***Forward-looking statements***

*This announcement (including information incorporated by reference in this announcement) may contain certain "forward-looking statements" with respect to Bidco or Augean. 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, but do not always, use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "will", "may", "should", "would", "could" or other words or terms of similar meaning or the negative thereof. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Bidco's, Augean's, any member of the Bidco Group's or any member of the Augean Group's operations and potential synergies resulting from the Offer; and (iii) the effects of global economic conditions and government regulation on Bidco's, Augean's, any member of the Bidco Group's or any member of the Augean Group's business. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements.*

*Such forward looking statements are not guarantees of future performance. By their nature, because they relate to events and depend on circumstances that will occur in the future, these forward-looking statements involve known and unknown risks, uncertainties that could significantly affect expected results and are based on certain key assumptions and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements.*

*These factors include, but are not limited to, the satisfaction of the conditions to the Offer, as well as additional factors, such as changes in political and economic conditions, changes in the level of capital investment, retention of key employees, changes in customer habits, success of business and operating initiatives and restructuring objectives, impact of any acquisitions or similar transactions, changes in customers' strategies and stability, competitive product and pricing measures, changes in the regulatory environment, fluctuations of interest and/or exchange rates and the outcome of any litigation.*

*These forward-looking statements are based on numerous assumptions regarding present and future strategies and environments. You are cautioned not to place any reliance on such forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Ancala, Fiera Infrastructure, Bidco or Augean or any person acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Should one or more of these risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may vary materially from those described in this announcement.*

*None of Ancala, Fiera Infrastructure, Bidco, Augean, or any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur.*



*Ancala, Fiera Infrastructure, Bidco and Augean assume no obligation to update publicly or revise forward-looking or other statements contained in this announcement, whether as a result of new information, future events or otherwise, except to the extent legally required.*

### ***No profit forecasts, estimates or quantified benefits statements***

*No statement in this announcement is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per ordinary share for Augean for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per ordinary share for Augean.*

### ***Electronic communications***

*Please be aware that addresses, electronic addresses and certain other information provided by Augean Shareholders, persons with information rights and other relevant persons for the receipt of communications from Augean may be provided to Bidco during the Offer Period, as required under Section 4 of Appendix 4 to the Code, to comply with Rule 2.11(c).*

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

*In accordance with Rule 26.1 of the Code, a copy of this announcement will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, at <https://www.augeanplc.com/offer/> and <https://www.eleibidco.com> by no later than 12.00 noon (London time) on the Business Day following the date of publication of this announcement. Save as expressly referred to in this announcement, neither the contents of these websites nor any website accessible from hyperlinks is incorporated into and do not form part of this announcement.*

*In accordance with Rule 30.3 of the Code, Augean Shareholders and persons with information rights may request a hard copy of this announcement by contacting Augean's registrars, Computershare Investor Services PLC, between 9.00 a.m. to 5.30 p.m. (London time), Monday to Friday (except UK public holidays) on +44 (0) 370 889 3205 or at [web.queries@computershare.co.uk](mailto:web.queries@computershare.co.uk). Calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Please note that Computershare Investor Services PLC cannot provide any financial, legal or tax advice, and calls may be recorded and monitored for security and training purposes. For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement and any document or information incorporated by reference into this announcement will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Offer should be in hard copy form.*

### ***Dealing and opening position disclosure requirements***

*Under Rule 8.3(a) of the Code, any person who is interested in 1 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 10<sup>th</sup> business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10<sup>th</sup> 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 per cent. 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.*

### **Rounding**

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.*

### **General**

*If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the*

*United Kingdom or, if not, from another appropriate authorised independent financial adviser.*

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION**

**FOR IMMEDIATE RELEASE**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

24 August 2021

**RECOMMENDED CASH OFFER**

**for**

**AUGEAN PLC**

**by**

**ELEIA LIMITED**

*(a newly-formed company indirectly owned by a consortium consisting of investment funds managed by (i) Ancala Partners LLP, and (ii) Fiera Infrastructure Inc.)*

to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006

**1. INTRODUCTION**

The boards of Augean plc ("**Augean**" or the "**Company**") and Eleia Limited ("**Bidco**"), a special purpose vehicle formed by investment funds managed by Ancala Partners LLP ("**Ancala**") and investment funds managed by Fiera Infrastructure Inc. ("**Fiera Infrastructure**"), are pleased to announce that they have agreed the terms of a recommended all cash offer for the entire issued and to be issued ordinary share capital of Augean (the "**Offer**").

It is intended that the Offer will be implemented by way of a Court sanctioned scheme of arrangement under Part 26 of the Companies Act. Bidco reserves the right to elect, in accordance with the Co-operation Agreement and with the consent of the Panel, to implement the Offer by way of a Takeover Offer for the whole of the issued and to be issued ordinary share capital of Augean as an alternative to the Scheme. Further information is set out in paragraph 15 (*Structure of the Offer*) below.

**2. THE OFFER**

Under the terms of the Offer, which will be subject to the Conditions and certain further terms set out in Appendix 1 to this announcement and to the full terms and conditions which will be set out in the Scheme Document, Augean Shareholders will be entitled to receive:

**for each Scheme Share: 325 pence in cash**

The Offer values the entire issued and to be issued ordinary share capital of Augean at approximately £341.2 million on a fully diluted basis and represents a premium of approximately:

- 16.1 per cent. to the offer price of 280 pence per Augean Share from MSIP which was announced on 30 July 2021, assuming no payment is made in respect of the contingent value rights offered in connection with the MSIP Offer;
- 8.3 per cent. to the offer price of 280 pence per Augean Share from MSIP which was announced on 30 July 2021, assuming the maximum payment is made in respect of the contingent value rights offered in connection with the MSIP Offer;
- 30.8 per cent. to the Closing Price of 248.5 pence per Augean Share on 26 May 2021 (being the last Business Day before the commencement of the Offer Period); and
- 47.2 per cent. to the two-month volume weighted average price of 220.8 pence per Augean Share for the period ending 26 May 2021 (being the last Business Day before the commencement of the Offer Period).

**The terms of the Offer represent an attractive premium for Augean Shareholders over the terms of the MSIP Offer and accordingly the Augean Directors urge Augean Shareholders to take no action in respect of the MSIP Offer.**

In light of the Augean Directors' intention to recommend the Offer, the Augean Directors have withdrawn their recommendation of the MSIP Offer and propose to adjourn the Court meeting and general meeting of Augean convened for 9 September 2021 to consider the MSIP Offer.

The Augean Directors believe that the superior offer price of 325 pence in cash per Augean Share is compelling and urge Augean Shareholders to take no action in relation to the MSIP Offer.

If, on or after the date of this announcement and before the Effective Date, any dividend, distribution and/or other return of capital is declared, made or paid or becomes payable in respect of the Augean Shares, Bidco reserves the right to reduce the cash consideration payable under the terms of the Offer by the amount of any such dividend, distribution and/or return of capital which is paid or becomes payable by the Company to Augean Shareholders, in which case the relevant eligible Augean Shareholders will be entitled to receive and retain such dividend, other distribution and/or return of capital declared, made or paid.

If any such dividend, distribution and/or return of capital is paid or made after the date of this announcement and Bidco exercises its rights described above, any reference in this announcement to the consideration payable under the Scheme shall be deemed to be a reference to the consideration as so reduced. 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 Scheme.

The Augean Shares will be acquired under the Offer fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature and together with all rights now or hereafter attaching or accruing to them, 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 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.

### 3. **BACKGROUND TO AND REASONS FOR THE OFFER**

Both members of the Consortium are long term investors in the waste management sector and have spent significant time and resource in conjunction with their industry experts evaluating the hazardous waste management sector and Augean in particular.

The Consortium believes that Augean represents an attractive opportunity to acquire a highly regarded leader in the hazardous waste management sector. The Consortium recognises the high quality of Augean's strategically located facilities and breadth of customer relationships. With exposure to attractive end markets and further growth opportunities, the Consortium looks forward to working with the Augean management team and supporting the business through its next stage of growth.

Both members of the Consortium have extensive experience of investing in the waste management and energy recovery sectors. Historically this has included Biogen, a leading energy from organic waste operator in the UK with 14 plants and complementary composting sites, and Cory Group, one of the UK's leading waste management, recycling and energy recovery companies.

Through their respective experience investing in the UK waste management sector, both members of the Consortium will provide Augean the necessary financial, technical and strategic support to thrive as a private company.

### 4. **INFORMATION ON THE CONSORTIUM AND BIDCO**

#### *Ancala*

Ancala is an independent infrastructure investment manager established in 2010. Ancala's strategy is to deliver stable risk-adjusted returns by investing in essential, mid-market infrastructure businesses in Europe. Ancala has an established team combining operating, financial, execution, management and institutional experience – including Industry Partners and several senior advisers with significant operational and leadership experience in managing major infrastructure assets, as well as waste management businesses.

#### *Fiera Infrastructure*

Fiera Infrastructure is a leading global mid-market, infrastructure investment manager headquartered in Toronto, Canada. Fiera Infrastructure's mandate is to take a long-

term approach to infrastructure investing across all subsectors of the infrastructure asset class and in selected OECD countries. With local presence in Toronto, London and New York, Fiera Infrastructure has invested in more than 39 infrastructure assets across waste management, utilities, telecommunications, transportation, renewables and public-private partnerships. Fiera Infrastructure is majority owned by Fiera Capital Corporation, a publicly-traded company on the Toronto Stock Exchange. Fiera Capital Corporation is one of Canada's leading investment management firms, providing full-service, multi-product investment advisory and related services.

### *Bidco*

Bidco is a newly established investment vehicle jointly owned by investment funds managed by Ancala and investment funds managed by Fiera Infrastructure, and has been formed specifically for the purposes of making the Offer.

## 5. **INFORMATION ON AUGEAN**

Augean is a specialist waste and resource management group serving the hazardous waste management sector, the oil and gas industry and nuclear and radioactive sector operating at locations across the UK. Its subsidiary company, Augean North Sea Services, specialises in the development of innovative solutions to manage all waste streams derived from North Sea exploration, production and decommissioning activities. Augean provides a wide range of services through its treatment, transfer, industrial services, landfill disposal, recovery and recycling capability.

Augean is a public limited company registered in England and Wales. The Augean Shares are currently admitted to trading on AIM.

## 6. **BACKGROUND TO AND REASONS FOR THE RECOMMENDATION**

At the time of the MSIP Offer, the Augean Directors concluded that the MSIP Offer was a fair reflection of the current and potential value of Augean, and provided an opportunity for Augean Shareholders to realise their investment in Augean in cash in the near term.

The Offer is a material increase and represents a significantly higher cash price per share to Augean Shareholders.

The terms of the Offer represent a significant premium in cash to Augean's volume-weighted share price over the preceding two months prior to the date of MSIP's announcement that it was considering making an approach to Augean.

As previously stated, the Augean Board believes that an infrastructure investor such as MSIP or Ancala and Fiera Infrastructure is ideally placed to highly value Augean's business activities that are both cash generative and offer defensive characteristics.

Accordingly, following careful consideration of the above factors, the Augean Directors intend unanimously to recommend the Offer to Augean Shareholders. The Augean Directors have withdrawn their recommendation of the MSIP Offer and will adjourn the MSIP Offer shareholder meetings.

## 7. RECOMMENDATION

The Augean Directors, who have been so advised by Rothschild & Co as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing its advice, Rothschild & Co has taken into account the commercial assessments of the Augean Directors. Rothschild & Co is providing independent financial advice to the Augean Directors for the purposes of Rule 3 of the Code.

**Accordingly, the Augean Directors intend to recommend unanimously that Augean Shareholders vote, or procure the voting, in favour of the Scheme at the Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, that Augean Shareholders accept or procure acceptance of, that Takeover Offer).**

## 8. LETTERS OF INTENT

Bidco has received non-binding letters of intent from Artemis Investment Management LLP, Chelverton Asset Management Limited, Close Asset Management Limited and Hargreave Hale Limited to vote (or, where applicable, procure voting) in favour of the Scheme at the Court Meeting and to vote (or, where applicable, procure voting) in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 26,644,898 Augean Shares, representing approximately 25.38 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date. In addition, the non-binding letter of intent received from Hargreave Hale Limited provides that it would not consider accepting a further offer unless it were at least 20 pence in cash higher than Bidco's offer price for each Augean Share pursuant to the terms of the Offer.

In addition, Bidco has received non-binding letters of intent from the Harwood Entities to, in the event that the relevant MSIP Undertakings lapse, provide binding irrevocable undertakings to Bidco in connection with the Offer to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 25,100,000 Augean Shares, representing approximately 23.91 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date, which such irrevocable undertakings will cease to be binding in the event that: (i) Bidco announces, with the consent of the Panel, that it does not intend to make or proceed with the Offer and no new or replacement Scheme or Takeover Offer is announced in accordance with the Code at the same time; (ii) the Offer lapses or is withdrawn; or (iii) the Offer has not become effective or been declared unconditional in all respects by the Long Stop Date.

Bidco has also received a non-binding letter of intent from Gresham House Strategic PLC to provide a binding irrevocable undertaking to Bidco in connection with the Offer to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 5,870,604 Augean Shares, representing approximately



5.59 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date, which such irrevocable undertaking will cease to be binding, inter alia, in the event that an announcement is made in accordance with Rule 2.7 of the Code of an offer, whether by way of a takeover offer or a scheme of arrangement, or any other transaction which constitutes a takeover offer for the purposes of the Code, for Augean and the consideration payable to Augean Shareholders per Augean Share under such offer represents an amount in cash that is at least 345 pence for each Augean Share.

Therefore, as at the date of this announcement, Bidco has received non-binding letters of intent to vote, or procure the voting, in favour of the Scheme at the Court Meeting and vote, or procure the voting, in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), in the case of the Harwood Entities, in the event that the relevant MSIP Undertakings lapse<sup>2</sup>, in respect of a total of 57,615,502 Augean Shares, in aggregate, representing approximately 54.89 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date.

Full details of the letters of intent are set out in Appendix 3 to this announcement.

## 9. **CONDITIONS**

The Offer and, accordingly, the Scheme will be subject to a number of conditions, which will be set out in the Scheme Document, and which are set out in Appendix 1 to this announcement, including:

- the Scheme becoming Effective by not later than the Long Stop Date (or such later date as Bidco and the Company may agree and the Panel and the Court may allow), failing which the Scheme will lapse;
- approval of the Scheme by a majority in number of those Scheme Shareholders present and voting at the Court Meeting in person or by proxy, representing at least 75 per cent. in value, of the Scheme Shares held by such Scheme Shareholders;
- approval of the Resolutions by the requisite majority of the Augean Shareholders at the General Meeting;
- the sanction of the Scheme by the Court (with or without modification on terms agreed by the Company and Bidco); and
- following such sanction, the delivery of a copy of the Scheme Court Order to the Registrar of Companies.

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<sup>2</sup> The MSIP Undertaking provided by Gresham House Strategic PLC has lapsed, following the release of this announcement.

## 10. **MANAGEMENT, EMPLOYEES, PENSIONS, RESEARCH AND DEVELOPMENT AND LOCATIONS**

### *Bidco's strategic plans for Augean*

As set out in paragraph 3 (*Background to and reasons for the Offer*), the Consortium is highly attracted by Augean's leading position in the UK hazardous waste sector.

Bidco attaches great importance to the skills and experience of Augean's management and employees and recognises that the employees and management of Augean will be key to its future success. Bidco is looking forward to working with Augean management and employees to further their strategy and ensure the business continues to thrive as a private company.

In line with market practice for a public offer process, Bidco completed a short period of confirmatory due diligence on Augean prior to the date of this announcement. Following the Scheme becoming Effective, Bidco intends to review Augean's business and operations. As at the date of this announcement, the results of the review are uncertain and no firm decisions have been made in relation to specific actions which may be taken.

Bidco expects that this evaluation will be completed within approximately six months from the Effective Date and has not made any decisions in relation to specific actions that may be taken as a result of the review. The purpose of the review will be to validate the assumptions underlying Bidco's investment thesis which have been confirmed through the management meetings held as part of its confirmatory due diligence exercise.

### *Management and employees*

Based on the due diligence carried out thus far by Bidco, once Augean ceases to be a public listed company, it is possible that there will be limited headcount reductions related to a small number of public company-related functions. Bidco will work with Augean's management to attempt to reassign individuals involved in these functions where possible.

Bidco expects that, upon the Scheme becoming Effective, each of the non-executive directors on the Augean Board will resign from their office as a director of Augean.

The board of directors of Bidco also confirms that, upon the Scheme becoming Effective, the existing contractual and statutory employment rights, including pension rights, of all management and employees of the Augean Group will be fully safeguarded, and envisages that there will be no material change in their conditions of employment or in the balance of their skills and functions.

The Augean Group does not operate any defined benefit pension schemes.

### *Management incentive arrangements*

Neither Ancala, Fiera Infrastructure nor Bidco has entered into, or had discussions on proposals to enter into, any form of incentivisation arrangements with members of Augean's management.

Following completion of the Offer, the Consortium may put in place incentive arrangements for certain members of the Augean management team. No proposals have been made on the terms of any incentive arrangements for relevant management.

*Locations, fixed assets and research and development*

There are no plans to change the locations of Bidco's or Augean's places of business, Augean's headquarters and headquarters functions, or to redeploy the fixed assets of Augean.

Augean does not currently have a research and development function and Bidco has no plans in this regard.

*Trading facilities*

Augean Shares are currently admitted to trading on AIM. A request will be made to the London Stock Exchange to cancel the admission to trading of the Augean Shares on AIM, to take effect from or shortly after the Effective Date.

No statements in this paragraph 10 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

**11. AUGEAN SHARE SCHEMES**

There are currently no participants holding equity awards under the Augean Share Schemes. As such, no proposals are required, nor will any be made, under Rule 15 of the Code in respect of the Augean Share Schemes.

**12. DISCLOSURE OF INTERESTS IN AUGEAN**

As at the Latest Practicable Date, neither Ancala, Fiera Infrastructure or Bidco nor, so far as Ancala, Fiera Infrastructure or Bidco is aware, any person acting in concert (within the meaning of the Code) with Ancala, Fiera Infrastructure or Bidco for the purpose of the Offer:

- has any interest in, or right to subscribe for, any Augean Shares nor does any such person have any short position in Augean Shares (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell, any delivery obligation or right to require another person to purchase or take delivery of Augean Shares;
- has borrowed or lent any Augean Shares or securities convertible or exchangeable into Augean Shares; or
- is party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Code in relation to Augean Shares or securities convertible or exchangeable into Augean Shares.

In light of confidentiality restrictions, Ancala, Fiera Infrastructure and Bidco has not made enquiries of all persons who may be presumed by the Panel to be acting in concert with it for the purposes of the Offer. Ancala, Fiera Infrastructure and Bidco

confirm that any further necessary disclosures in accordance with Rule 8.1(a) and Note 2(a)(i) on Rule 8 will be made as soon as possible, to the extent required.

### 13. FINANCING OF THE OFFER

The consideration payable to Augean Shareholders pursuant to the Offer will be financed by a combination of equity to be invested by Ancala Infrastructure Fund II SCSp and Atlas Co-Investment LP, funds managed by Ancala, and EagleCrest Infrastructure Canada LP and EagleCrest Infrastructure SCSp, funds managed by Fiera Infrastructure, and debt to be provided by a £125,000,000 term acquisition facility, £20,000,000 capex facility and £10,000,000 revolving loan facility made available under the Senior Facilities Agreement.

In accordance with Rule 2.7(d) of the Code, Jefferies, as financial adviser to Ancala, Fiera Infrastructure and Bidco, is satisfied that sufficient cash resources are available to Bidco to enable it to satisfy in full the cash consideration payable to Augean Shareholders in connection with the Offer.

Further information on the financing of the Offer will be set out in the Scheme Document.

### 14. OFFER-RELATED ARRANGEMENTS

#### *Confidentiality Agreement*

On 24 June 2021, Ancala and Augean entered into a confidentiality agreement (the "**Confidentiality Agreement**") in relation to the Offer, pursuant to which, amongst other things, Ancala undertook to: (i) subject to certain exceptions, keep information relating to Augean confidential, and not to disclose it to third parties (other than to certain permitted third parties), unless required by law or regulation; and (ii) use such confidential information only in connection with the Offer, unless required by law or regulation.

These confidentiality obligations and certain other provisions of the Confidentiality Agreement remain in force for a period of two years from the date of the Confidentiality Agreement.

The Confidentiality Agreement contains certain other provisions, including a customary non-solicit provision, which restricts Ancala from soliciting or employing certain Augean employees for a period of 12 months from the date of the Confidentiality Agreement, and standstill provisions which restrict Ancala for a period of 12 months from the date of the Confidentiality Agreement from acquiring or agreeing or offering to acquire interests in certain securities of Augean without Augean's prior written consent, subject to customary carve-outs.

#### *Co-operation Agreement*

Bidco and Augean have entered into a Co-operation Agreement pursuant to which Bidco has undertaken to co-operate with Augean and its advisers for the purposes of implementing, and to use reasonable endeavours to implement the Offer.

Bidco has agreed to promptly provide Augean with such information, assistance and access as may reasonably be required for the preparation of the Scheme Document and any other document published in connection with the Scheme.

The Co-operation Agreement will terminate if, among others, one or more of the following occurs:

- if agreed in writing between Augean and Bidco;
- if the Offer is, with the permission of the Panel, withdrawn or lapses in accordance with its terms prior to the Long Stop Date (other than where such lapse or withdrawal is as a result of the exercise of Bidco's right to effect the Offer by way of a Takeover Offer rather than the Scheme);
- if Scheme Shareholders vote at the Court Meeting and such vote does not achieve the requisite majorities for the Scheme to be approved, Augean Shareholders vote on the Resolutions at the General Meeting and any such vote does not achieve the requisite majority for the Resolutions to be passed or the Court refuses to sanction the Scheme;
- if an offer made by a third party completes, becomes effective or is declared or becomes unconditional in all respects;
- unless otherwise agreed by Bidco and Augean in writing, if the Effective Date has not occurred on or before the Long Stop Date; or
- upon service of written notice by Bidco on Augean if:
  - the Augean Board:
    - withdraws, qualifies or adversely modifies the Augean Board Recommendation (as defined in the Co-operation Agreement);
    - prior to the publication of the Scheme Document (or offer document), withdraws, qualifies or adversely modifies its intention to make the Augean Board Recommendation in the Scheme Document (or offer document);
  - Augean does not include the Augean Board Recommendation in the Scheme Document (or offer document); or
  - a third party announces a firm intention to make an offer or a revised offer for the entire issued and to be issued ordinary share capital of Augean which is recommended by the Augean Board.

## 15. STRUCTURE OF THE OFFER

It is intended that the Offer will be implemented by means of a Court-sanctioned scheme of arrangement of Augean under Part 26 of the Companies Act. The Scheme is an arrangement between Augean and the Scheme Shareholders.

The procedure involves, among other things, an application by Augean to the Court to sanction the Scheme. The purpose of the Scheme is to provide for Bidco to become the owner of the entire issued and to be issued ordinary share capital of Augean on the Effective Date, in consideration for which Scheme Shareholders will receive cash on the basis set out in paragraph 2 (*The Offer*), above.

The Offer is subject to the Conditions and certain further terms set out in Appendix 1 to this announcement and to the full terms and conditions to be set out in the Scheme Document. A brief summary of certain of the Conditions to which the Offer will be subject are set out at paragraph 9 (*Conditions*), above.

In order to become Effective, the Scheme must be approved by a majority in number of the Scheme Shareholders present and voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders. In addition, the implementation of the Scheme must also be approved by the requisite majority of Augean Shareholders at the General Meeting.

The Scheme must also be sanctioned by the Court. Any Augean Shareholder is entitled to attend the Scheme Court Hearing in person or through counsel to support or oppose the sanctioning of the Scheme. The Scheme will only become Effective upon delivery to the Registrar of Companies of a copy of the court order sanctioning the Scheme.

Upon the Scheme becoming Effective: (i) it will be binding on all Augean Shareholders, irrespective of whether or not they attended or voted at the Court Meeting and/or the General Meeting (and, if they attended and voted, whether or not they voted in favour of the Scheme at the Court Meeting or in favour of or against the Resolutions at the General Meeting); and (ii) share certificates in respect of Augean Shares will cease to be of value and should be destroyed and entitlements to Augean Shares held within the CREST system will be cancelled.

The Augean Shares will be acquired under the Offer fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature and together with all rights now or hereafter attaching or accruing to them, 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 value (whether by 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.

Any Augean Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolutions to be proposed at the General Meeting will, amongst other matters, provide that the Augean Articles be amended to incorporate provisions requiring any Augean Shares issued after the Scheme Record Time (other than to Bidco and/or its nominees) to be automatically transferred to Bidco on the same terms as the Offer (other than terms as to timings and formalities). The provisions of the Augean Articles (as amended) will avoid any person (other than Bidco and/or its nominees) holding shares in the capital of Bidco after the Effective Date.

If the Scheme does not become Effective on or before the Long Stop Date (or such later date as Bidco and the Company may agree and the Panel and the Court may allow), it will lapse and the Offer will not proceed.

The Scheme Document will include full details of the Scheme, together with notices of the Court Meeting and the General Meeting. The Scheme Document will also contain the expected timetable for the Offer, and will specify the necessary actions to be taken by Augean Shareholders.

The Scheme Document together with the notices of the Court Meeting and the General Meeting and the Forms of Proxy, is expected to be published in the week commencing 6 September 2021 and by no later than 28 days from the date of this announcement (or on such later date as may be agreed by Bidco and Augean with the consent of the Panel).

The Court Meeting and the General Meeting are expected to be held in the week commencing 27 September 2021. The Scheme is expected to become Effective in October 2021, subject to the satisfaction or waiver (as applicable) of all relevant conditions, including the Conditions and certain further terms set out in Appendix 1 to this announcement.

Augean will continue to monitor the latest government guidance in relation to gatherings and meetings in light of the Covid-19 pandemic and will make appropriate logistical arrangements for the Court Meeting and General Meeting. Further details of the Court Meeting and the General Meeting will be contained in the Scheme Document.

Bidco reserves the right to elect, in accordance with the Co-operation Agreement and with the consent of the Panel, to implement the Offer by way of a Takeover Offer for the entire issued and to be issued ordinary share capital of Augean as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on substantially the same terms (subject to appropriate amendments) or, if Bidco so decides, in accordance with the Co-operation Agreement, on such other terms being no less favourable, so far as applicable, as those which would apply to the Scheme and subject to the amendment(s) referred to in Appendix 1 to this announcement. Furthermore, if such offer is made and sufficient acceptances of such offer are received, when aggregated with Augean Shares otherwise acquired by Bidco, it is the intention of Bidco to apply the provisions of section 979 of the Companies Act to acquire compulsorily any outstanding Augean Shares to which such offer relates.

## **16. DE-LISTING, CANCELLATION OF TRADING AND RE-REGISTRATION**

It is intended that the London Stock Exchange will be requested to cancel trading in Augean Shares on AIM on or shortly after the Effective Date.

It is expected that the last day of dealings in Augean Shares on AIM will be the date of the Scheme Court Hearing, and that no transfers will be registered after 6.00 p.m. (London time) on that date.

It is intended that Augean be re-registered as a private limited company as part of the Offer, and for this to take effect as soon as practicable following the Effective Date.

## 17. OVERSEAS SHAREHOLDERS

The availability of the Offer and the distribution of this announcement to persons who are not resident in the United Kingdom may be affected by the laws and regulations of the relevant jurisdiction(s). Such persons should inform themselves about, and observe, any applicable requirements. Augean Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

This announcement does not constitute an offer for sale of any securities or an offer or an invitation to purchase any securities. Augean Shareholders are advised to read carefully the Scheme Document and the Forms of Proxy once these have been dispatched.

## 18. GENERAL

The Offer will be subject to the Conditions and certain further terms set out in Appendix 1 to this announcement and to the full terms and conditions which will be set out in the Scheme Document.

The Scheme Document along with the notices of the Court Meeting and the General Meeting and the Forms of Proxy, is expected to be published in the week commencing 6 September 2021 and by no later than 28 days from the date of this announcement (or on such later date as may be agreed by Bidco and Augean with the consent of the Panel). The Court Meeting and the General Meeting are expected to be held in the week commencing 27 September 2021.

In deciding whether or not to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting, Augean Shareholders should rely on the information contained in, and follow the procedures described in, the Scheme Document.

Appendix 1 contains the Conditions and certain further terms of the Offer. Appendix 2 contains details of sources of information and bases of calculation contained in this announcement. Appendix 3 contains certain details relating to the letters of intent referred to in this announcement.. Appendix 4 contains definitions of certain terms used in this announcement.

## 19. CONSENTS

Jefferies 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.

## 20. DOCUMENTS AVAILABLE ON WEBSITE

Copies of this announcement and the documents listed below will, by no later than 12.00 noon on the Business Day following the date of this announcement until the Scheme has become Effective or has lapsed or been withdrawn, be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, at <https://www.augeanplc.com/offer/> and <https://www.eleibidco.com>. Save as expressly referred to in this announcement, the contents of such websites



(including the documents listed below) are not incorporated into and do not form part of this announcement.

- the Confidentiality Agreement;
- the Co-operation Agreement;
- the documents entered into for the financing of the Offer referred to in paragraph 13 (*Financing of the Offer*) above;
- the letters of intent referred to in paragraph 7 (*Recommendation*) and paragraph 8 (*Letters of intent*) above and described in Appendix 3 to this announcement; and
- the written consents provided by Jefferies and Rothschild & Co referred to in paragraph 19 (*Consents*) above.

## **Enquiries**

### **Bidco, Ancala and Fiera Infrastructure**

Karen Doleneč, Ankur Ajmera (Ancala) +44 (0) 208 059 0320

Jason Cogley, Daniel Anderson (Fiera Infrastructure) +44 (0) 208 194 4290

### **Jefferies (Sole Financial Adviser to Bidco)**

Paul Bundred, Lorna Shearin, Harry Le May +44 (0) 207 029 8000

### **Augean**

Jim Meredith, Mark Fryer +44 (0) 1937 844 980

### **Rothschild & Co (Sole Financial Adviser to Augean)**

Ravi Gupta, Robert Barnes +44 (0) 207 280 5000

### **Singer Capital Markets (Nominated Adviser and Corporate Broker to Augean)**

Jen Boorer, Rachel Hayes +44 20 7496 3000

Clifford Chance LLP has been retained as legal adviser to Bidco, Ancala and Fiera Infrastructure. Ashurst LLP has been retained as legal adviser to Augean.

## ***Important information***

*Jefferies International Limited ("Jefferies"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Bidco and no one else in connection with the Offer and will not be responsible to anyone other than Bidco for providing the protections afforded to clients of Jefferies nor for providing advice in relation to the Offer or any other matters referred to in this announcement. Neither Jefferies 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 Jefferies in connection with this announcement, any statement contained herein or otherwise.*

*N.M. Rothschild & Sons Limited ("Rothschild & Co"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Augean and no one else in connection with the matters described in this announcement and will not be responsible to anyone other than Augean for providing the protections afforded to clients of Rothschild & Co nor for providing advice in connection with any matter referred to herein. Neither Rothschild & Co nor any of its affiliates (nor their respective directors, officers, employees or agents) 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 or otherwise.*

*Singer Capital Markets Advisory LLP, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as Nominated Adviser and Broker for Augean and for no one else in connection with the matters set out in this announcement and will not regard any other person as its client in relation to the matters referred to in this announcement and will not be responsible to anyone other than Augean for providing the protections afforded to its clients, nor for providing advice in relation to the content of this announcement or any other matter referred to herein. Neither Singer Capital Markets nor any of its subsidiaries, branches or 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 Singer Capital Markets in connection with this announcement, any statement contained herein or otherwise.*

*This announcement is for information purposes only, and is not intended to, and does not, constitute or form part of, any offer or inducement to sell or an invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Offer or otherwise, nor shall there be any sale, issuance or transfer of securities of Augean in any jurisdiction in contravention of applicable law.*

*The Offer will be made solely on the terms to be set out in the Scheme Document and the Forms of Proxy (or, if the Offer is implemented by way of a Takeover Offer, the Offer Document and form of acceptance), which will contain the full terms and conditions of the Offer including details of how to vote in respect of the Offer. Any vote in respect of the Scheme or other decision or response in relation to the Offer should be made only on the basis of the information contained in the Scheme Document (or, if the Offer is implemented by way of a Takeover Offer, the Offer Document). Augean Shareholders are advised to read carefully the Scheme Document and related Forms of Proxy (or, if applicable, the Offer Document) once these have been dispatched.*

*This announcement does not constitute a prospectus, prospectus equivalent document or prospectus exempted document for the purposes of Article 1(4) or (5) of the UK Prospectus Regulation.*

*No person should construe the contents of this announcement as legal, financial or tax advice and any interested person should consult their own advisers in connection with such matters.*

### ***Overseas jurisdictions***

*This announcement has been prepared in accordance with and for the purpose of complying with English law, the Code, the AIM Rules, the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules, and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside of England and Wales.*

*The release, publication or distribution of this announcement in or into certain jurisdictions other than the United Kingdom may be restricted by law and may affect the availability of the Offer to persons who are not resident in the United Kingdom. Persons who are not resident in the United Kingdom, or who are subject to laws of any jurisdiction other than the United Kingdom, should inform themselves about, and observe any applicable requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this announcement, the Scheme Document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and should seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Augean Shares at the Court Meeting or the General Meeting, or to execute and deliver Forms of Proxy appointing another to vote their Augean Shares in respect of the Court Meeting or the General Meeting on their behalf, may be affected by the laws of the relevant jurisdiction in which they are located.*

*Any failure to comply with the applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility and liability for the violation of such restrictions by any person.*

*Unless otherwise determined by Bidco or required by the Code, and permitted by applicable law and regulation, the Offer will not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Offer will not be capable of acceptance and no person may vote in favour of the Offer by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this announcement and formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this announcement and all such documents relating to the Offer (including custodians, nominees and trustees) must not distribute or send them into or from a Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Offer.*

*If the Offer is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.*

*Further details in relation to Overseas Shareholders will be contained in the Scheme Document.*

### **Notice to US investors in Augean**

*The Offer relates to the shares of an English company and it is proposed to be made by means of a scheme of arrangement provided for under English law. The Scheme will relate to the shares of an English company that is a "foreign private issuer" as defined under Rule 3b-4 under the US Exchange Act. A transaction effected by means of a scheme of arrangement is not subject to the shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme is subject to the disclosure requirements, rules and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation and tender offer rules.*

*Financial statements, and all financial information included in the relevant documentation, will have been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial statements of US companies or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.*

*In the event that the Offer is implemented by way of a Takeover Offer and extended into the US, Bidco will do so in satisfaction of the procedural and filing requirements of the US securities laws at that time, to the extent applicable thereto. If Bidco were to elect to implement the Offer by means of a Takeover Offer, such Takeover Offer shall be made in compliance with applicable UK and US securities laws and regulations, including the US tender offer rules. Such Takeover Offer would be made in the US by Bidco and no one else. In addition to any such Takeover Offer, Bidco, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Augean outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. 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 United Kingdom, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com). If such purchases or arrangements to purchase are made they would be made outside the United States in compliance with applicable law, including the US Exchange Act.*

*The receipt of consideration by a US holder for the transfer of its Augean Shares pursuant to the Scheme may have tax consequences in the US and such consequences, if any, are not described herein. Each Augean Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Offer applicable to them, including under applicable United States state and local, as well as overseas and other, tax laws.*

*Augean and Bidco are both incorporated under the laws of England and Wales. Some or all of the officers and directors of Augean are residents of countries other than the United States. In addition, some of the assets of Bidco and Augean are located outside the United States. As a result, it may be difficult for US holders of Augean Shares to enforce their rights and any claim arising out of the US federal laws or to enforce against them a judgment of a US court predicated upon the securities laws of the United Kingdom. US holders of Augean Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.*

### ***Forward-looking statements***

*This announcement (including information incorporated by reference in this announcement) may contain certain "forward-looking statements" with respect to Bidco or Augean. 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, but do not always, use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "will", "may", "should", "would", "could" or other words or terms of similar meaning or the negative thereof. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Bidco's, Augean's, any member of the Bidco Group's or any member of the Augean Group's operations and potential synergies resulting from the Offer; and (iii) the effects of global economic conditions and government regulation on Bidco's, Augean's, any member of the Bidco Group's or any member of the Augean Group's business. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements.*

*Such forward looking statements are not guarantees of future performance. By their nature, because they relate to events and depend on circumstances that will occur in the future, these forward-looking statements involve known and unknown risks, uncertainties that could significantly affect expected results and are based on certain key assumptions and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements.*

*These factors include, but are not limited to, the satisfaction of the conditions to the Offer, as well as additional factors, such as changes in political and economic conditions, changes in the level of capital investment, retention of key employees, changes in customer habits, success of business and operating initiatives and restructuring objectives, impact of any acquisitions or similar transactions, changes in customers' strategies and stability, competitive product and pricing measures, changes in the regulatory environment, fluctuations of interest and/or exchange rates and the outcome of any litigation.*

*These forward-looking statements are based on numerous assumptions regarding present and future strategies and environments. You are cautioned not to place any reliance on such forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Ancala, Fiera Infrastructure, Bidco or Augean or any person acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Should one or more of these risks or uncertainties materialise,*

*or should underlying assumptions prove incorrect, actual results may vary materially from those described in this announcement.*

*None of Ancala, Fiera Infrastructure, Bidco, Augean, or any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur.*

*Ancala, Fiera Infrastructure, Bidco and Augean assume no obligation to update publicly or revise forward-looking or other statements contained in this announcement, whether as a result of new information, future events or otherwise, except to the extent legally required.*

### ***No profit forecasts, estimates or quantified benefits statements***

*No statement in this announcement is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per ordinary share for Augean for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per ordinary share for Augean.*

### ***Electronic communications***

*Please be aware that addresses, electronic addresses and certain other information provided by Augean Shareholders, persons with information rights and other relevant persons for the receipt of communications from Augean may be provided to Bidco during the Offer Period, as required under Section 4 of Appendix 4 to the Code, to comply with Rule 2.11(c).*

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

*In accordance with Rule 26.1 of the Code, a copy of this announcement will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, at <https://www.augeanplc.com/offer/> and <https://www.eleibidco.com> by no later than 12.00 noon (London time) on the Business Day following the date of publication of this announcement. Save as expressly referred to in this announcement, neither the contents of these websites nor any website accessible from hyperlinks is incorporated into and do not form part of this announcement.*

*In accordance with Rule 30.3 of the Code, Augean Shareholders and persons with information rights may request a hard copy of this announcement by contacting Augean's registrars, Computershare Investor Services PLC, between 9.00 a.m. to 5.30 p.m. (London time), Monday to Friday (except UK public holidays) on +44 (0) 370 889 3205 or at [web.queries@computershare.co.uk](mailto:web.queries@computershare.co.uk). Calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Please note that Computershare Investor Services PLC cannot provide any financial, legal or tax advice, and calls may be recorded and monitored for security and training purposes. For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement and any document or information incorporated by reference into this announcement will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Offer should be in hard copy form.*

## ***Dealing and opening position disclosure requirements***

*Under Rule 8.3(a) of the Code, any person who is interested in 1 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 10<sup>th</sup> business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10<sup>th</sup> 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 per cent. 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.*

## ***Rounding***

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary*

*slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.*

**General**

*If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriate authorised independent financial adviser.*



**APPENDIX 1**  
**CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE OFFER**

**PART A**  
**CONDITIONS TO THE SCHEME AND THE OFFER**

1. The Offer shall be conditional upon the Scheme becoming Effective, subject to the provisions of the Code, on or before the Long Stop Date or such later date (if any) as Bidco and the Company may, with the consent of the Panel, agree and (if required) the Court may approve, or the Panel may require.
2. The Scheme shall be conditional upon:
  - (a) (i) approval of the Scheme at the Court Meeting by a majority in number of the Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy, representing 75 per cent. or more in value of the Scheme Shares held by those Scheme Shareholders; and (ii) the Court Meeting being held on or before the 22<sup>nd</sup> day after the expected date of the Court Meeting to be set out in the Scheme Document in due course, or such later date (if any) as Bidco and the Company may agree and (if required) the Court may allow;
  - (b) (i) all resolutions in connection with or required to approve and implement the Scheme as set out in the notice of the General Meeting (including, without limitation, the Resolutions) being duly passed by the requisite majority at the General Meeting; and (ii) the General Meeting being held on or before the 22<sup>nd</sup> day after the expected date of the General Meeting to be set out in the Scheme Document in due course, or such later date (if any) as Bidco and the Company may agree and (if required) the Court may allow; and
  - (c) (i) the sanction of the Scheme by the Court without modification, or with modification on terms acceptable to Bidco and the Company and the delivery of a copy of the Scheme Court Order to the Registrar of Companies; and (ii) the Scheme Court Hearing being held on or before the 22<sup>nd</sup> day after the expected date of the Scheme Court Hearing to be set out in the Scheme Document in due course or such later date (if any) as Bidco and the Company may agree and the Panel and (if required) the Court may allow.
3. In addition, Bidco and the Company have agreed that the Offer shall be conditional upon the following Conditions and, accordingly, the Scheme Court Order shall not be delivered to the Registrar of Companies unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

**Official authorisations, regulatory clearances and third party clearances**

- (a) the waiver (or non-exercise within any applicable time limits) by any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a "**Third Party**") of any termination right, right of pre-

emption, first refusal or similar right (which is material in the context of the Wider Augean Group taken as a whole) arising as a result of or in connection with the Offer including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Augean by Bidco or any member of the Wider Bidco Group;

- (b) 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 any member of the Wider Bidco Group of any shares or other securities in, or control of, Augean and all authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals reasonably deemed necessary or appropriate by Bidco or any member of the Wider Bidco Group for or in respect of the Offer including without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Augean or any member of the Wider Augean Group by any member of the Wider Bidco Group having been obtained in terms and in a form satisfactory to Bidco from all appropriate Third Parties or persons with whom any member of the Wider Augean Group has entered into contractual arrangements and all such material authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals necessary or appropriate to carry on the business of any member of the Wider Augean Group which is material in the context of the Bidco Group or the Augean Group as a whole or of the financing of the Offer remaining in full force and effect and all filings necessary for such purpose having 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 Effective and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;
- (c) no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having enacted, made or proposed any statute, regulation, decision or order, or change to published practice or having taken any other steps, and there not continuing to be outstanding any statute, regulation, decision or order, which in each case would or might reasonably be expected to:
  - (i) require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Bidco Group or any member of the Wider Augean Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Bidco Group or the Wider Augean Group in either case taken as a whole;

- (ii) require, prevent or delay the divestiture by any member of the Wider Bidco Group of any shares or other securities in Augean;
- (iii) impose any material limitation on, or result in a delay in, the ability of any member of the Wider Bidco Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Augean Group or the Wider Bidco Group or to exercise voting or management control over any such member;
- (iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Bidco Group or of any member of the Wider Augean Group to an extent which is material in the context of the Wider Bidco Group or the Wider Augean Group in either case taken as a whole;
- (v) make the Offer or its implementation, or the acquisition or proposed acquisition by Bidco or any member of the Wider Bidco Group of any shares or other securities in, or control of Augean void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose additional conditions or obligations with respect thereto;
- (vi) require any member of the Wider Bidco Group or the Wider Augean Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Augean Group or the Wider Bidco Group owned by any third party;
- (vii) impose any limitation on the ability of any member of the Wider Augean Group to co-ordinate its business, or any part of it, with the businesses of any other members which is adverse to and material in the context of the Wider Augean Group taken as a whole or in the context of the Offer; or
- (viii) result in any member of the Wider Augean Group ceasing to be able to carry on business under any name under which it presently does so, and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Offer, or the acquisition or proposed acquisition of any Augean Shares having expired, lapsed or been terminated;

**Certain matters arising as a result of any arrangement, agreement etc.**

- (d) save as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Augean Group is a party or by or to which any such member or any of its assets may

be bound, entitled or subject, or any circumstance which in consequence of the Offer or the proposed acquisition of any shares or other securities (or equivalent) in Augean or because of a change in the control or management of Augean or otherwise, would or might reasonably be expected to result in any of the following to an extent which is material and adverse in the context of the Wider Augean Group, or the Wider Bidco Group, in either case taken as a whole, or in the context of the Offer:

- (i) any moneys borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or affected or any obligation or liability arising or any action being taken or arising thereunder;
- (iii) any asset or interest of any such member being or failing to be disposed of or charged or ceasing to be available to any such member 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 such member otherwise than in the ordinary course of business;
- (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interest of any such member;
- (v) the rights, liabilities, obligations or interests of any such member, or the business of any such member with, any person, firm, company or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
- (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) the creation or acceleration of any liability, actual or contingent, by any such member (including any material tax liability or any obligation to obtain or acquire any material authorisation, notice, waiver, concession, agreement or exemption from any Third Party or any person) other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Offer,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Augean Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition;

**Certain events occurring since Last Accounts Date**

- (e) save as Disclosed, no member of the Wider Augean Group having, since the Last Accounts Date:
- (i) save as between Augean and wholly-owned subsidiaries of Augean or for Augean Shares issued under or pursuant to the exercise of options and vesting of awards granted under the Augean Share Schemes, issued or agreed to issue, authorised or proposed the issue of additional shares of any class;
  - (ii) save as between Augean and wholly-owned subsidiaries of Augean or for the grant of options and awards and other rights under the Augean Share Schemes, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
  - (iii) other than to another member of the Augean Group, prior to completion of the Offer, recommended, declared, paid or made any dividend or other distribution payable in cash or otherwise or made any bonus issue;
  - (iv) save for intra-Augean Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business and, in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole;
  - (v) save for intra-Augean Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole;
  - (vi) issued, authorised or proposed the issue of, or made any change in or to, any debentures or (save for intra-Augean Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability;

- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraphs (i) or (ii) above, made any other change to any part of its share capital in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole;
- (viii) save for intra-Augean Group transactions, implemented, or authorised, proposed or announced its intention to implement, any reconstruction, merger, demerger, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business;
- (ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which involves or could involve an obligation of such a nature or magnitude other than in the ordinary course of business, in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole;
- (x) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or steps or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed, in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole;
- (xi) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Augean Group or the Wider Bidco Group other than of a nature and extent which is normal in the context of the business concerned;
- (xii) waived or compromised any claim otherwise than in the ordinary course of business which is material in the context of the Wider Augean Group taken as a whole;
- (xiii) made any material alteration to its memorandum or articles of association or other incorporation documents;
- (xiv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, 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;

- (xv) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or proposed to, effect any of the transactions, matters or events referred to in this Condition (e);
- (xvi) made or agreed or consented to any change to:
  - (A) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Augean Group for its directors, employees or their dependents;
  - (B) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
  - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole;
- (xvii) proposed, agreed to provide or modified the terms of any of the Augean Share Schemes or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Augean Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Augean Group, save as agreed by the Panel (if required) and by Bidco, or entered into or changed the terms of any contract with any director or senior executive;
- (xviii) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Augean Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code;
- (xix) entered into or varied in a material way the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any members of the Wider Augean Group; or
- (xx) waived or compromised any claim which is material in the context of the Wider Augean Group taken as a whole, otherwise than in the ordinary course.

## **No adverse change, litigation or regulatory enquiry**

- (f) save as Disclosed, since the Last Accounts Date:
- (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or operational performance of any member of the Wider Augean Group which, in any such case, is material in the context of the Wider Augean Group taken as a whole and no circumstances have arisen which would or might reasonably be expected to result in such adverse change or deterioration;
  - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Augean Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no enquiry, review or investigation by, or complaint or reference to, any Third Party or other investigative body against or in respect of any member of the Wider Augean Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Augean Group which in any such case has had or might reasonably be expected to have an adverse effect on the Wider Augean Group taken as a whole or in the context of the Offer;
  - (iii) no contingent or other liability of any member of the Wider Augean Group having arisen or become apparent to Bidco or increased which has had or might reasonably be expected to have an adverse effect on the Wider Augean Group taken as a whole; or in the context of the Offer;
  - (iv) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or remaining outstanding against or in respect of any member of the Wider Augean Group which in any case is material in the context of the Wider Augean Group taken as a whole;
  - (v) no member of the Wider Augean Group having conducted its business in breach of any applicable laws and regulations and which is material in the context of the Wider Augean Group as a whole or material in the context of the Offer; and
  - (vi) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Augean Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which has had, or would reasonably be expected to have, an adverse effect on the Wider Augean Group taken as a whole;



## **No discovery of certain matters**

- (g) save as Disclosed, Bidco not having discovered:
- (i) that any financial, business or other information concerning the Wider Augean Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Augean Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of this announcement by disclosure either publicly or otherwise to Bidco or its professional advisers, in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole;
  - (ii) that any member of the Wider Augean Group or partnership, company or other entity in which any member of the Wider Augean Group has a significant economic interest and which is not a subsidiary undertaking of Augean, is subject to any liability (contingent or otherwise) which is not disclosed in the annual report and accounts of Augean for the year ended 31 December 2020 in each case, to the extent which is material in the context of the Wider Augean Group taken as a whole; or
  - (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Augean Group and which is material in the context of the Wider Augean Group taken as a whole;
- (h) save as Disclosed, Bidco not having discovered that:
- (i) any past or present member of the Wider Augean Group has failed to comply with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any liability (actual or contingent) or cost on the part of any member of the Wider Augean Group and which is material in the context of the Wider Augean Group taken as a whole;
  - (ii) there is, or is likely to be, for any reason whatsoever, any liability (actual or contingent) of any past or present member of the Wider Augean Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or

present member of the Wider Augean Group (or on its behalf) or by any person for which a member of the Wider Augean Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, regulation, notice, circular or order of any Third Party and which is material in the context of the Wider Augean Group taken as a whole or the Offer;

- (iii) circumstances exist (whether as a result of the making of the Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any member of the Wider Bidco Group or any present or past member of the Wider Augean Group would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Augean Group (or on its behalf) or by any person for which a member of the Wider Augean Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest which is material in the context of the Wider Augean Group taken as a whole or the Offer; or
- (iv) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Augean Group which claim or claims would be likely, materially and adversely, to affect any member of the Wider Augean Group and which is material in the context of the Wider Augean Group taken as a whole or the Offer; and

#### **Anti-corruption, economic sanctions, criminal property and money laundering**

- (i) save as Disclosed, Bidco not having discovered that:
  - (i) (A) any past or present member, director, officer or employee of the Wider Augean Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks or (B) any person that performs or has performed services for or on behalf of the Wider Augean Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption

or anti-bribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks; or

- (ii) any asset of any member of the Wider Augean Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider Augean Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering; or
- (iii) any past or present member, director, officer or employee of the Wider Augean Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:
  - (A) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HMRC; or
  - (B) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable blocking law; or
- (iv) any past or present member, director, officer or employee of the Wider Augean Group, or any other person for whom any such person may be liable or responsible:
  - (A) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;
  - (B) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;

- (C) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
- (D) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organisation or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or
- (v) any member of the Wider Augean Group is or has been engaged in any transaction which would cause Bidco to be in breach of any law or regulation upon its Offer of Augean, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or HMRC, or any other relevant government authority.

For the purposes of these Conditions the "**Wider Augean Group**" means Augean and its subsidiary undertakings, associated undertakings and any other undertaking in which Augean and/or such undertakings (aggregating their interests) have a significant interest and the "**Wider Bidco Group**" means Bidco and those funds managed or advised by Ancala and Fiera Infrastructure, and each of Bidco's and such funds' respective parent undertakings, subsidiary undertakings, associated undertakings and any other undertaking in which Bidco, such funds and/or such undertakings (aggregating their interests) have a significant interest and for these purposes subsidiary undertaking and undertaking have the meanings given by the Companies Act, associated undertaking has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose, and significant interest means a direct or indirect interest in 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act).

**PART B**  
**WAIVER AND INVOCATION OF THE CONDITIONS**

1. Bidco reserves the right to waive, in whole or in part, all or any of the Conditions set out in Part A of Appendix 1 above, except for Conditions (2)(a)(i), (2)(b)(i) and (2)(c)(i) which cannot be waived. The Offer will be subject to the satisfaction (or waiver, if permitted) of the Conditions set out in this Appendix 1, and to the full terms and conditions which will be set out in the Scheme Document.
2. The Scheme will not become Effective unless the Conditions have been fulfilled or (if capable of waiver) waived by Bidco or, where appropriate, have been determined by Bidco to be or remain satisfied by no later than the date referred to in Condition 1 of Part A (subject to the rules of the Code and where applicable the consent of the Panel).
3. Bidco shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as satisfied any of Conditions 3(a) to (i) (inclusive) of Part A by a date earlier than the latest date specified above for the fulfilment of the relevant Condition, notwithstanding that the other Conditions to 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 such Condition(s) may not be capable of fulfilment.
4. Under Rule 13.5(a) of the Code, Bidco may not invoke a Condition to the Offer 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.
5. Bidco may only invoke a condition that is subject to Rule 13.5(a) with the consent of the Panel and any condition that is subject to Rule 13.5(a) may be waived by Bidco.
6. Conditions 1 and 2 and, if applicable, any acceptance condition if the Offer is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Code.
7. Bidco reserves the right to elect to implement the Offer by way of a Takeover Offer as an alternative to the Scheme (in accordance with the Co-operation Agreement and subject to the Panel's consent). In such event, the Offer will be implemented on the same terms and conditions (subject to appropriate amendments including (without limitation) the inclusion of an acceptance condition set at no more than 75 per cent. of the Augean Shares to which the Takeover Offer relates (or such other percentage as Bidco may, in accordance with the Co-operation Agreement and with the agreement of Augean if required, and subject to the rules of the Code and with the consent of the Panel, decide) and any amendments required by, or deemed appropriate by, Bidco under applicable law, so far as applicable) as those which would apply to the Scheme. Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient Augean Shares are otherwise acquired, it is the intention of Bidco to apply the provisions of the Companies Act to acquire compulsorily any outstanding Augean Shares to which such Takeover Offer relates.

8. If Bidco is required by the Panel to make an offer or offers for Augean 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.
9. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
10. The Offer will be governed by the laws of England and Wales and be subject to the jurisdiction of the English courts and to the Conditions set out above. The Scheme will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange, the AIM Rules and the Registrar of Companies.
11. The Augean Shares will be acquired pursuant to the Offer with full title guarantee, fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now or hereafter attaching or accruing to them, including 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 or value (whether by 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.
12. If, on or after the date of this announcement and before the Effective Date, any dividend, distribution and/or other return of capital is declared, made or paid or becomes payable in respect of the Augean Shares, Bidco reserves the right to reduce the cash consideration payable under the terms of the Offer by the amount of any such dividend, distribution and/or return of capital which is paid or becomes payable by the Company to Augean Shareholders, in which case the relevant eligible Augean Shareholders will be entitled to receive and retain such dividend, distribution and/or return of capital declared, made or paid. If any such dividend or distribution or return of value is paid or made after the date of this announcement and Bidco exercises its rights described above, any reference in this announcement to the consideration payable under the Scheme shall be deemed to be a reference to the consideration as so reduced. 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 Scheme.
13. The Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction.
14. The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be contained in the Scheme Document.

**APPENDIX 2**  
**BASES AND SOURCES**

1. The value attributed to the existing issued and to be issued ordinary share capital of the Company is based upon an issued ordinary share capital figure of 104,971,924 Augean Shares.
2. Unless otherwise stated, the financial information on Augean is extracted (without material adjustment) from Augean's annual report and accounts for the year ended 31 December 2018, 31 December 2019 and 31 December 2020.
3. All prices quoted for Augean Shares are Closing Prices.
4. Volume weighted average prices have been derived from Bloomberg and have been rounded to the nearest one decimal place.

## APPENDIX 3 DETAILS OF LETTERS OF INTENT

### 1. Letters of Intent

#### *Augean Shareholders*

Artemis Investment Management LLP, Chelverton Asset Management Limited, Close Asset Management Limited and Hargreave Hale Limited have each provided a non-binding letter of intent to vote (or, where applicable, procure voting) in favour of the Scheme at the Court Meeting and to vote (or, where applicable, procure voting) in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 26,644,898 Augean Shares, representing approximately 25.38 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date. In addition, the non-binding letter of intent received from Hargreave Hale Limited provides that it would not consider accepting a further offer unless it were at least 20 pence in cash higher than Bidco's offer price for each Augean Share pursuant to the terms of the Offer.

#### *Harwood Entities*

The Harwood Entities have each provided a non-binding letter of intent to, in the event that the relevant MSIP Undertakings lapse, provide binding irrevocable undertakings to Bidco in connection with the Offer to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 25,100,000 Augean Shares, representing approximately 23.91 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date, which such irrevocable undertakings will cease to be binding in the event that: (i) Bidco announces, with the consent of the Panel, that it does not intend to make or proceed with the Offer and no new or replacement Scheme or Takeover Offer is announced in accordance with the Code at the same time; (ii) the Offer lapses or is withdrawn; or (iii) the Offer has not become effective or been declared unconditional in all respects by the Long Stop Date.

The MSIP Undertakings provided by the Harwood Entities will cease to be binding if Antwerp Management Limited: (a) does not announce an increase to the consideration offered under the terms of the MSIP Offer within three Business Days of the date of this announcement to an amount which, in the reasonable opinion of Rothschild & Co, is not less than 325 pence per Augean Share (a "**Matching Offer**"); or (b) following the announcement of a Matching Offer, an announcement is made of an increased offer, or of an offer in accordance with Rule 2.7 of the Code, or any other transaction which constitutes a takeover offer for the purposes of the Code, for Augean and, in the reasonable opinion of Rothschild & Co, the consideration payable to Augean Shareholders per Augean Share under such increased offer or offer, is higher than the consideration being offered under the Matching Offer (a "**Second Qualifying Competing Offer**") and Antwerp Management Limited does not announce an increase to the consideration offered under the terms of the Matching Offer within three Business Days of the announcement made in accordance with Rule



2.7 of the Code, which is, in the reasonable opinion of Rothschild & Co, higher than the consideration payable to Augean Shareholders per Augean Share under the Second Qualifying Competing Offer when calculated on the same basis as the Matching Offer, as applicable.

*Gresham House Strategic PLC*

Gresham House Strategic PLC has also provided a non-binding letter of intent to provide a binding irrevocable undertaking to Bidco in connection with the Offer to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Offer is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 5,870,604 Augean Shares, representing approximately 5.59 per cent. of Augean's issued ordinary share capital on the Latest Practicable Date, which such irrevocable undertaking will cease to be binding, inter alia, in the event that an announcement is made in accordance with Rule 2.7 of the Code of an offer, whether by way of a takeover offer or a scheme of arrangement, or any other transaction which constitutes a takeover offer for the purposes of the Code, for Augean and the consideration payable to Augean Shareholders per Augean Share under such offer represents an amount in cash that is at least 345 pence for each Augean Share.

The MSIP Undertaking provided by Gresham House Strategic PLC has lapsed, following the release of this announcement.

The number of Augean Shares in respect of which non-binding letters of intent have been provided is as follows:

<b>Name</b>	<b>Number of Augean Shares</b>	<b>Percentage of issued ordinary share capital of the Company (to two decimal places)</b>
Artemis Investment Management LLP	2,283,872	2.18
Chelverton Asset Management Limited	6,310,000	6.01
Close Asset Management Limited	5,551,026	5.29
Hargreave Hale Limited	12,500,000	11.91
Harwood Capital Nominees Limited <sup>3</sup>	100,000	0.10
North Atlantic Smaller	17,000,000	16.19

<sup>3</sup> The MSIP Undertaking provided by Harwood Capital Nominees Limited will cease to be binding in the circumstances set out above.

Companies Trust PLC <sup>4</sup>	Investment		
Oryx Growth Fund <sup>5</sup>	International	8,000,000	7.62
Gresham House PLC <sup>6</sup>	Strategic	5,870,604	5.59
<b>Total</b>		<b>57,615,502</b>	<b>54.89</b>

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<sup>4</sup> The MSIP Undertaking provided by North Atlantic Smaller Companies Investment Trust PLC will cease to be binding in the circumstances set out above.

<sup>5</sup> The MSIP Undertaking provided by Oryx International Growth Fund will cease to be binding in the circumstances set out above.

<sup>6</sup> The MSIP Undertaking provided by Gresham House Strategic PLC has lapsed, following the release of this announcement.

## **APPENDIX 4 DEFINITIONS**

The following definitions apply throughout this announcement unless the context requires otherwise.

<b>"£", "Sterling", "pence" or "p"</b>	the lawful currency of the UK;
<b>"AIM"</b>	AIM, a market operated by the London Stock Exchange;
<b>"AIM Rules"</b>	the rules of AIM as set out in the 'Aim Rules for Companies' issued by the London Stock Exchange from time to time relating to AIM traded securities and the operation of AIM;
<b>"Ancala"</b>	Ancala Partners LLP;
<b>"Augean" or the "Company"</b>	Augean Plc, a company incorporated and registered in England and Wales with company number 5199719 whose registered office is at 4 Rudgate Court, Walton, Near Wetherby, West Yorkshire, LS23 7BF;
<b>"Augean Articles"</b>	Augean's articles of association currently adopted and filed with Companies House;
<b>"Augean Directors" or "Augean Board"</b>	the board of directors of Augean, and <b>"Augean Director"</b> means any of them;
<b>"Augean Group"</b>	Augean and its subsidiary undertakings and, where the context permits, each of them;
<b>"Augean Share Schemes"</b>	the Augean Unapproved Share Option Scheme, the Augean Approved Share Option Scheme, the Augean 2014 Long Term Incentive Plan, and any other Augean equity incentive schemes;
<b>"Augean Shareholder"</b>	a holder of Augean Shares;
<b>"Augean Shares"</b>	ordinary shares of £0.10 each in the capital of Augean;
<b>"Bidco"</b>	Eleia Limited, a company incorporated and registered in England and Wales with company number 13512747, whose registered office is at c/o Ancala Partners LLP, Kings House, 36-37 King Street, London, England, EC2V 8BB;
<b>"Bidco Group"</b>	Ancala Infrastructure Fund II SCSp and Atlas Co-Investment LP (each being funds managed by Ancala Partners LLP), EagleCrest Infrastructure Canada LP and EagleCrest Infrastructure SCSp (each being funds managed by Fiera Infrastructure), Eleia Topco Limited

("Topco") and each of such funds' and Topco's respective subsidiaries and subsidiary undertakings (including Bidco) including, following the Offer becoming Effective, the Augean Group;

"Business Day"	any day (other than a Saturday, Sunday or public or bank holiday in the UK) on which banks in London, are open for business;
"Closing Price"	the closing middle-market quotation of a share as derived from the AIM appendix to the Daily Official List;
"Co-operation Agreement"	the co-operation agreement dated on or before the date of this announcement entered into between Bidco and Augean;
"Code"	the City Code on Takeovers and Mergers, as issued and as amended from time to time by the Panel;
"Companies Act"	the Companies Act 2006, as amended from time to time;
"Conditions"	the conditions of the Offer set out in Appendix 1 of this announcement and to be set out in the Scheme Document, and "Condition" means any one of them;
"Confidentiality Agreement"	the confidentiality agreement dated 24 June 2021 entered into between Augean and Ancala;
"Consortium"	the consortium consisting of investment funds managed by (i) Ancala, and (ii) Fiera Infrastructure;
"Court"	the High Court of Justice in England and Wales;
"Court Meeting"	the meeting(s) of Scheme Shareholders (and any adjournment thereof) to be convened pursuant to an order of the Court under section 896 of the Companies Act, notice of which will be set out in the Scheme Document, for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme;
"CREST"	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time) in respect of which Euroclear is the Operator (as defined in the CREST Regulations) in accordance with which securities may be held and transferred in uncertificated form;
"Daily Official List"	the Daily Official List published by the London Stock Exchange;
"Dealing Disclosure"	has the same meaning as in Rule 8 of the Code;

<b>"Disclosed"</b>	<ul style="list-style-type: none"> <li>(i) the information disclosed by, or on behalf of, Augean in the annual report and accounts of the Augean Group for the 12 month period to 31 December 2020;</li> <li>(ii) the information disclosed in this announcement or in any other public announcement (including information the availability of which has been announced by way of a Regulatory Information Service) by, or on behalf of, Augean prior to the date of this announcement;</li> <li>(iii) the information fairly disclosed in writing in connection with any management presentation in connection with the Offer attended by Augean and any of Bidco or the members of the Consortium (or their respective officers, employees, agents or advisers in their capacity as such); or</li> <li>(iv) the information fairly disclosed in writing prior to the date of this announcement by or on behalf of Augean to the members of the Consortium and/or Bidco (or their respective officers, employees or advisers in their capacity as such) including (but not limited to) via the virtual data room operated on behalf of Augean in respect of the Offer or via email;</li> </ul>
<b>"Disclosure Guidance and Transparency Rules"</b>	the Disclosure Guidance and Transparency Rules made by the FCA (as amended from time to time);
<b>"Disclosure Table"</b>	the disclosure table on the Panel's website at <a href="http://thetakeoverpanel.org.uk">http://thetakeoverpanel.org.uk</a> ;
<b>"Effective"</b>	in the context of the Offer: (i) if the Offer is implemented by way of the Scheme, means the Scheme having become effective in accordance with its terms; or (ii) if the Offer is implemented by way of a Takeover Offer, such offer having been declared or become unconditional in all respects in accordance with the requirements of the Code;
<b>"Effective Date"</b>	the date on which the Offer becomes Effective;
<b>"Excluded Shares"</b>	(i) any Augean Shares beneficially owned by Bidco or any other member of the Bidco Group; (ii) any Augean Shares held in treasury by the Company; and (iii) any other Augean Shares which Bidco and the Company agree will not be subject to the Scheme;
<b>"FCA"</b>	the Financial Conduct Authority of the United Kingdom

	and any successor or replacement body from time to time;
<b>"Fiera Infrastructure"</b>	Fiera Infrastructure Inc.;
<b>"Forms of Proxy"</b>	the forms of proxy for use in connection with the Court Meeting and the General Meeting (as applicable), which shall accompany the Scheme Document;
<b>"FSMA"</b>	the Financial Services and Markets Act 2000 (as it may have been, or may from time to time be, amended, modified, re-enacted or replaced);
<b>"General Meeting"</b>	the general meeting of the Company to be convened in connection with the Scheme, including any adjournment thereof, notice of which will be set out in the Scheme Document;
<b>"Harwood Entities"</b>	means each of: <ul style="list-style-type: none"> <li>(i) Harwood Capital Nominees Limited;</li> <li>(ii) North Atlantic Smaller Companies Investment Trust PLC; and</li> <li>(iii) Oryx International Growth Fund;</li> </ul>
<b>"Jefferies"</b>	Jefferies International Limited;
<b>"Last Accounts Date"</b>	31 December 2020;
<b>"Latest Practicable Date"</b>	close of business on 23 August 2021, being the latest practicable date prior to the date of this announcement;
<b>"Listing Rules"</b>	the listing rules, made by the FCA under Part 6 of FSMA, as amended from time to time
<b>"London Stock Exchange"</b>	London Stock Exchange plc, together with any successor thereto;
<b>"Long Stop Date"</b>	11.59 pm on 31 December 2021 or such later date (if any) as Bidco may, with the consent of Augean or with the consent of the Panel, specify;
<b>"Market Abuse Regulation"</b>	Regulation (EU) No.596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, as applicable in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended from time to time (including by the Market Abuse (Amendment) (EU Exit) Regulations 2019 (SI 2019/310));
<b>"MSIP"</b>	Morgan Stanley's global private infrastructure investment

	platform, Morgan Stanley Infrastructure Partners;
<b>"MSIP Offer"</b>	the offer announced on 30 July 2021 pursuant to which MSIP proposed to acquire the entire issued and to be issued ordinary share capital of Augean by means of a scheme of arrangement or, if MSIP so elects, by means of a takeover offer;
<b>"MSIP Undertakings"</b>	the irrevocable undertakings provided by the Harwood Entities and Gresham House Strategic PLC on 30 July 2021 to Antwerp Management Limited, a company indirectly owned by funds managed or advised by MSIP, in connection with the MSIP Offer;
<b>"OECD"</b>	the Organisation for Economic Co-operation and Development;
<b>"Offer Document"</b>	if the Offer is effected by way of a Takeover Offer, the offer document to be sent by or on behalf of Bidco to Augean Shareholders in connection with the Offer;
<b>"Offer"</b>	the proposed acquisition of the entire issued and to be issued ordinary share capital of Augean by Bidco (other than Augean Shares already held by Bidco, if any), on behalf of the Consortium, to be implemented by way of the Scheme or (should Bidco so elect, in accordance with the Co-operation Agreement and subject to the consent of the Panel) by way of a Takeover Offer, including, where the context so requires, any subsequent variation, revision, extension or renewal thereof;
<b>"Offer Period"</b>	the offer period (as defined by the Code) relating to the Company, which commenced on 27 May 2021, and ending on the date on which the Offer becomes Effective, lapses or is withdrawn (or such other date as the Code may provide or the Panel may decide);
<b>"Opening Position Disclosure"</b>	has the meaning given to it in Rule 8 of the Code;
<b>"Overseas Shareholders"</b>	Augean Shareholders (or nominees of, or custodians or trustees for, Augean Shareholders) not resident in, or who are nationals or citizens or residents of countries other than, the United Kingdom;
<b>"Panel"</b>	the Panel on Takeovers and Mergers;
<b>"Registrar of Companies"</b>	the Registrar of Companies in England and Wales;
<b>"Regulatory Information Service" or "RIS"</b>	any of the services set out in Appendix I to the Listing Rules made under FSMA by the FCA and contained in the FCA's publication of the same name, as amended from

	time to time;
<b>"Resolutions"</b>	the special resolution (or special resolutions) to be proposed by Augean at the General Meeting in connection with the approval of the Scheme, the alteration of the Company's articles of association and such other matters as may be necessary to implement the Scheme and the delisting of the Augean Shares, together with such other resolutions as may be proposed by Augean at the General Meeting in connection with the Offer;
<b>"Restricted Jurisdiction"</b>	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Augean Shareholders in that jurisdiction;
<b>"Rothschild &amp; Co"</b>	N.M. Rothschild & Sons Limited;
<b>"Scheme"</b>	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Augean and the Scheme Shareholders in connection with the Offer, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Augean and Bidco;
<b>"Scheme Court Hearing"</b>	the hearing by the Court of the application to sanction the Scheme under Part 26 of the Companies Act;
<b>"Scheme Court Order"</b>	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
<b>"Scheme Document"</b>	the document to be sent to Augean Shareholders (and persons with information rights) containing and setting out, among other things, the full terms and conditions of the Scheme and the notices convening the Court Meeting and the General Meeting;
<b>"Scheme Record Time"</b>	the time and date specified as such in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately prior to the Effective Date;
<b>"Scheme Shareholder"</b>	a holder of Scheme Shares at any relevant date or time;
<b>"Scheme Shares"</b>	a definition to be specified in the Scheme Document, expected to be: <ul style="list-style-type: none"> <li>(a) Augean Shares in issue as at the date of the Scheme Document;</li> <li>(b) (if any) Augean Shares issued after the date of the Scheme Document but prior to the Voting Record Time; and</li> </ul>



- (c) (if any) Augean Shares issued at or after the Voting Record Time and before the Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Scheme, or in respect of which the holders thereof shall have agreed in writing to be, bound by the Scheme,

and, in each case (where the context requires), remaining in issue at the Scheme Record Time, but excluding Excluded Shares;

**"Senior Facilities Agreement"**

the term and revolving facilities agreement entered into between, among others, Bidco as borrower and NatWest Markets Plc, National Westminster Bank plc and Nomura International plc as mandated lead arrangers and dated 24 August 2021;

**"Takeover Offer"**

if the Offer is effected by way of a takeover offer as defined in Part 28 of the Companies Act, the offer to be made by or on behalf of Bidco to acquire the whole of the issued and to be issued ordinary share capital of Augean on the terms and subject to the conditions to be set out in the applicable offer document;

**"Third Party"**

any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction;

**"treasury shares"**

shares held as treasury shares, as defined in section 724(5) of the Companies Act, and references to shares "**held in treasury**" have the same meaning;

**"Voting Record Time"**

the time and date to be specified in the Scheme Document by reference to which entitlement to vote on the Scheme will be determined;

**"UK" or "United Kingdom"**

the United Kingdom of Great Britain and Northern Ireland;

**"US" or "United States"**

the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof; and

**"US Exchange Act"**

the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

References in this announcement to "parent undertaking", "subsidiary", "subsidiary undertaking", "undertaking" and "associated bodies corporate" have the meanings given to such terms by the Companies Act.

References in this announcement to an enactment include references to that enactment as amended, replaced, consolidated or re-enacted by or under any other enactment before or after the date of this announcement.

References to "Part A" or "Part B" of Appendix 1 to this announcement are to the applicable part of such Appendix.

A reference to "includes" shall mean "includes without limitation", and references to "including" and any other similar term shall be interpreted accordingly.

Words importing the singular shall include the plural and *vice versa*, unless the context otherwise requires.

All references to time in this announcement are to London time unless otherwise stated.

**SIGNATORIES**

Signed by )  
 )  
for and on behalf of **AUGEAN PLC:** )  
 )

Signed by )  
 )  
for and on behalf of **ELEIA LIMITED:** )  
 )

**IN WITNESS** whereof this Deed has been duly executed by the parties and is intended to be and is hereby delivered on the date first written above.

Executed as a deed by  
**ELEIA LIMITED**  
acting by two directors:

)  
)  
)  
)

Director



Director

Executed as a deed by  
**AUGEAN PLC**  
acting by a director and its secretary/two  
directors:

)  
)  
)  
)

Director

Director/Secretary

Executed as a deed by )  
**ELEIA LIMITED** )  
acting by two directors: )  
)

Director

Director



Executed as a deed by )  
**AUGEAN PLC** )  
acting by a director and its secretary/two )  
directors: )

Director

Director/Secretary

Executed as a deed by )  
**ELEIA LIMITED** )  
acting by two directors: )  
)

Director

Director

Executed as a deed by )  
**AUGEAN PLC** )  
acting by a director and its secretary/two )  
directors: )

Director

Director/Secretary

