

To: The Directors  
DLM Bidco Limited  
Courtlands, Station Road  
Felsted, England  
CM6 3HB

(the "**Offeror**")

6 April 2023

## **PROPOSAL BY THE OFFEROR TO ACQUIRE XPEDIATOR PLC (THE "OFFEREE")**

This undertaking (this "**Undertaking**") is given by me in my capacity as a holder and/or beneficial owner (or as a person able to control or procure the exercise of all rights attaching to, including voting rights and the rights to procure the transfer) of ordinary shares in the Offeree and not in my capacity as a director of the Offeree.

I, the undersigned, understand that the Offeror is considering the Acquisition (as defined in paragraph 1.1 below) substantially on the terms, and subject to the conditions, set out in the 2.7 Announcement (as defined in paragraph 1.1.1 below), a copy of which is annexed hereto, to be made pursuant to Rule 2.7 of the Code (as defined in paragraph 10.9 below) together with such additional terms and conditions as may be required to comply with the Code and any other applicable law or regulation.

### **1. Acquisition**

**1.1** For the purposes of this Undertaking, the "**Acquisition**" shall:

**1.1.1** mean the proposed cash offer of 42 pence per share in cash (with a partial loan note alternative) and a 2 pence special dividend per share to be made by the Offeror for all of the issued and to be issued ordinary share capital of the Offeree (excluding any Excluded Shares (as defined in the 2.7 Announcement) not already owned by it, to be implemented by way of a court-sanctioned scheme of arrangement (the "**Scheme**") under Part 26 of the Companies Act 2006 (the "**Act**") between the Offeree and the holders of such ordinary shares, or by way of a takeover offer within the meaning of section 974 of the Act (an "**Offer**"), as the case may be, to be made by or on behalf of the Offeror pursuant to a Rule 2.7 announcement (the "**2.7 Announcement**"); and

**1.1.2** include any revised offer proposal to that referred to in paragraph 1.1.1 above, which represents no diminution in the value of the Acquisition and which may be made, or required to be made, by the Offeror pursuant to Rule 9 of the Code.

## 2. Ownership of Shares

2.1 I hereby irrevocably and unconditionally undertake, represent and warrant to the Offeror that:

2.1.1 I am the beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of), and/or am the registered holder of, the number of ordinary shares of 5 pence each in the capital of the Offeree ("**Offeree Shares**") as specified in Part I of Schedule 1 free from any encumbrances or third party rights whatsoever (the "**Existing Shares**", such Existing Shares together with any other Offeree Shares in respect of which I become the registered holder and/or beneficial owner (or in relation to which I become able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of) after the date of this Undertaking and all other securities which may be allotted in respect of, or which are attributable to or derived from such Offeree Shares and/or the Existing Shares, being the "**Shares**");

2.1.2 in the case of any Shares of which I am or become the beneficial owner (but not the registered holder) and all other securities which may be allotted in respect of, or which are attributable to or derived from such Shares, I undertake to procure that the registered holder(s) will comply with the terms of this Undertaking as if it were also party to it;

2.1.3 save as set out in Schedule 1, I am not interested in any shares or other securities of the Offeree and I do not have any rights to subscribe, purchase or otherwise acquire any shares or other securities of the Offeree; and

2.1.4 I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to: (i) enter into and perform my obligations under this Undertaking in accordance with its terms; (ii) to exercise (or procure the exercise of) all voting rights attaching to the Shares and otherwise to take all necessary actions (or procure that all necessary actions are taken) in respect of the Shares to approve the Scheme or (if the Offeror elects to implement the Acquisition by way of an Offer subject to and in accordance with the terms of the Co-operation Agreement (as defined in paragraph 10.9 below) and with consent of the Panel on Takeovers and Mergers (the "**Panel**")) to accept (or procure the acceptance of) the Offer; and (iii) transfer or procure the transfer of the Shares.

## 3. Dealings and Undertakings

3.1 I hereby irrevocably and unconditionally undertake to the Offeror that unless and until this Undertaking lapses in accordance with paragraph 8, I shall not (and, if relevant, shall procure that the beneficial and/or registered holder of the Shares shall not):

- 3.1.1** other than in connection with the Acquisition, sell, transfer, gift, charge, pledge, encumber, create or grant any option or lien over or otherwise dispose of (or permit any such action to occur in respect of) any interest in any Shares;
- 3.1.2** other than in connection with the Acquisition, accept or give any undertaking to accept (whether conditional or unconditional) any offer or approve or otherwise agree to any offer made or proposed to be implemented (whether by way of a takeover offer, scheme of arrangement or otherwise) in respect of any securities of the Offeree (or any interest therein) by any person other than the Offeror (or any member of its group);
- 3.1.3** other than in connection with the Acquisition, until the earlier of (i) this Undertaking lapsing in accordance with paragraph 8, or (ii) the Scheme being sanctioned by the court, acquire or otherwise deal or undertake any dealing in any securities of the Offeree (or any interest therein), unless the Panel determines, and confirms to you in writing, that in respect of or as a result of such acquisition or dealing, I am not considered to be acting in concert with you pursuant to Note 9 on the definition of "acting in concert" set out in the Code; or
- 3.1.4** enter into any agreement or arrangement, incur any obligation or give any indication of intent (or permit such circumstances to occur):
- (a) to do all or any of the acts referred to in paragraphs 3.1.1, 3.1.2 and 3.1.3; or
  - (b) in relation to, or operating by reference to, the Shares, which, in either case, would or might reasonably be expected to restrict or impede my ability to comply with this Undertaking,

and, for the avoidance of doubt, references in this paragraph 3.1.4 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation, whether or not legally binding or subject to any condition or which is to take effect upon or following the Scheme lapsing or being withdrawn or upon or following this Undertaking ceasing to be binding or upon or following any other event.

#### **4. Undertaking to Vote**

**4.1** Unless the Offeror expressly requests of me otherwise in writing in advance, I hereby irrevocably undertake to the Offeror:

- 4.1.1** to exercise (or, where applicable, procure the exercise of) all voting rights attaching to the Shares to vote in favour of all resolutions to approve the Scheme and any related matters (the "**Resolutions**"), proposed at (i) any

general or class meeting to be convened in connection with the Scheme (the "**General Meeting**"); and (ii) any Court-convened meeting of the Offeree's shareholders for the purpose of considering and, if thought fit, approving the Scheme (the "**Court Meeting**"), in each case as set out in the notices of meeting in the circular to be sent to shareholders of the Offeree containing, amongst other things, the terms and conditions of the Scheme (the "**Scheme Document**") or at any adjournment of any General Meeting or Court Meeting;

**4.1.2** to (without prejudice to my right to attend and vote in person at the Court Meeting and the General Meeting): (i) execute (or, where applicable, procure the execution of) all relevant forms of proxy or, if any of the Shares are held in uncertificated form, CREST proxy instructions in respect of all of the Shares validly appointing the Chair of such meetings (or any person nominated by the Offeror) to vote at any General Meeting or Court Meeting (or any adjournment thereof) in favour of the Resolutions; and (ii) lodge (or procure the lodgement of) such executed forms of proxy or, if any of the Shares are held in uncertificated form, CREST proxy instructions as soon as is reasonably practicable after the Offeree publishes the Scheme Document but in any event no later than one business day in advance of the relevant deadline for receipt of executed forms of proxy and/or CREST proxy instructions as set out in the Scheme Document for the relevant vote (the "**Proxy Cut-off Deadline**") (or, in respect of Shares acquired by me after posting of the Scheme Document, as soon as is reasonably practicable and, in any event, by the earlier of: (a) 1:00 p.m. on the date which is the seventh business day after acquiring an interest in such Shares; or (b) 1:00 p.m. on the date which is one business day prior to the Proxy Cut-off Deadline);

**4.1.3** not to revoke, withdraw or amend any proxy submitted in accordance with paragraph 4.1.2;

**4.1.4** not to exercise (or procure the exercise of) any of the voting rights attaching to the Shares at the Court Meeting or the General Meeting (or any adjournment thereof) other than in accordance with this Undertaking; and

**4.1.5** execute and, or procure to be executed and done, all such documents, acts and things as may be necessary to be executed or done by me (or, where applicable, the registered holder) in order to perform my obligations under this Undertaking.

**4.2** I shall exercise, or, where applicable, procure the exercise of, all rights attaching to the Shares to requisition or join in the requisitioning of any general meeting of the Offeree for the purposes of voting on any Resolution referred to under paragraph 4.1.1, or to require the Offeree to give notice of any such meeting, only in accordance with the Offeror's instructions.

## **5. Prejudicial Action**

**5.1** Prior to the earliest of: (i) the Scheme becoming effective, lapsing or being withdrawn (or, if the Acquisition is to be implemented by way of an Offer (in accordance with and subject to the terms of the Co-operation Agreement and the Code), the Offer becoming or being declared unconditional, lapsing or being withdrawn); and (ii) the termination of this Undertaking in accordance with paragraph 8, I hereby irrevocably undertake to the Offeror:

**5.1.1** that I shall not exercise or procure the exercise of the voting rights attaching to the Shares in favour of any resolution to approve an acquisition or any other transaction or corporate action which is proposed by any person other than the Offeror (or any member of its group) or which would (or would reasonably be expected to) otherwise frustrate, impede or delay the implementation of the Acquisition (an "**Alternative Transaction**");

**5.1.2** that I shall exercise or procure the exercise of the voting rights attaching to the Shares, either in person or by proxy, to vote against any Alternative Transaction;

**5.1.3** that I shall not exercise or procure the exercise of, nor fail to exercise or to procure the exercise of, the voting rights attaching to the Shares in any manner which would be prejudicial to the success of or frustrate, impede or delay the Acquisition; and

**5.1.4** that I shall not requisition, or join in the requisitioning of, any general or class meeting of the Offeree for the purposes of voting on any resolution to approve an acquisition or any other transaction or corporate action which is proposed in competition with or which would otherwise be reasonably expected to frustrate, impede or delay the Acquisition.

**5.2** For the purposes of this paragraph 5, I shall execute any form of proxy (or, where applicable, procure the execution of) all relevant forms of proxy or, if any of the Shares are held in uncertificated form, lodge (or procure the lodgement of) CREST proxy instructions required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meeting (or any adjournment thereof).

## **6. Power of Attorney**

**6.1** If I fail to comply with my obligations of this Undertaking within the deadlines set out herein, I irrevocably and unconditionally appoint each of the Offeror and any director of the Offeror jointly and severally to be my attorney in my name and on my behalf to sign, execute and deliver forms of proxy and/or such other deeds or documents and to do such other acts and things as may be necessary for the purpose of giving effect to my obligations under this Undertaking in respect of the Shares.

**6.2** I acknowledge that this power of attorney is given by way of security and is irrevocable and unconditional until this Undertaking lapses in accordance with paragraph 8.

**7. Consents**

**7.1** I consent to the inclusion of references to me, including details of any of the Shares in which I have (or will have as the case may be) a beneficial and/or registered interest and to particulars of this Undertaking in the 2.7 Announcement, Scheme Document and other documents issued in connection with the Acquisition and for copies of this Undertaking to be made publicly available for inspection until the end of the Acquisition in accordance with Rule 26 of the Code.

**7.2** I will as soon as possible notify the Offeror in writing upon becoming aware of any change in the accuracy or import of any information supplied, or representation or warranty given, to Offeror under this Undertaking that concerns the Shares.

**8. Lapse of Undertaking**

**8.1** All of my obligations pursuant to this Undertaking will lapse and cease to have effect on the earlier of the following occurrences:

**8.1.1** the 2.7 Announcement not having been released by 6:30 p.m. (London time) on 6 April 2023 (or such later date as the Offeror and the Offeree may agree);

**8.1.2** the Scheme Document is not sent to shareholders of the Offeree within 28 days (or such longer period as the Offeree and the Offeror agree, and the Panel consent) after the date of the 2.7 Announcement (other than in circumstances where the Offeror has, prior to such date, elected (in accordance with and subject to the terms of the Co-operation Agreement and the Code) to exercise its right to proceed by way of an Offer and announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code, and such Offer has not lapsed or been withdrawn);

**8.1.3** where the Offeror has elected (in accordance with and subject to the terms of the Co-operation Agreement and the Code) to proceed with the implementation of the Acquisition by way of an Offer on or before the date referred to in paragraph 8.1.2, the Offer Document is not sent to shareholders of the Offeree within 28 days (or such other date as the Panel may require) after the date of the publication of the announcement made in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code;

**8.1.4** the Offeror announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Offer or Scheme is announced by the Offeror in accordance with Rule 2.7 of the Code at the same time;

- 8.1.5** the Scheme (or Offer, as applicable) lapses or is withdrawn in accordance with its terms and no new, revised or replacement Offer or Scheme is announced by the Offeror by such time;
  - 8.1.6** the Scheme has not become effective by the Long Stop Date (as defined in the 2.7 Announcement) (other than in circumstances where the Offeror has, prior to such date, elected to exercise its right to proceed by way of an Offer and announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code, and such Offer has not lapsed or been withdrawn); or
  - 8.1.7** the date on which any competing offer for the entire issued and to be issued share capital of the Offeree is declared unconditional (if implemented by way of a takeover offer) or, if proceeding by way of a scheme of arrangement, becomes effective.
- 8.2** If my obligations in this Undertaking lapse, I shall have no claim against the Offeror and the Offeror shall have no claim against me, other than in respect of any prior breach of any of the terms of this Undertaking.

**9. Scheme or Offer**

- 9.1** I note that the Offeror reserves the right (in accordance with and subject to the terms of the Co-operation Agreement and the Code) to implement the Acquisition by way of an Offer. In the event that it is so implemented, I confirm and agree that this Undertaking shall, subject to paragraph 8 above, continue to be binding *mutatis mutandis* in respect of the Shares and all references to the Scheme shall, where the context permits, be read as references to the Offer (or to both the Scheme and the Offer, as appropriate). Notwithstanding the generality of the foregoing, references in this Undertaking:

- 9.1.1** to voting in favour of the Scheme and voting in favour of the resolutions to be proposed at the Court Meeting and/or the General Meeting shall be read and construed as references to accepting the Offer, which acceptances in such circumstances shall be tendered within ten days of publication of the formal document containing the Offer to the Offeree shareholders (the "**Offer Document**") and even if the terms of the Offer give accepting shareholders the right to withdraw acceptances, I irrevocably undertake not to withdraw (nor procure the withdrawal of) my acceptances in respect of the Shares. I further irrevocably undertake, if so required by the Offeror, to execute (or procure the execution of) all such other documents or do (or procure the doing of) such other acts as may be necessary for the purpose of giving the Offeror the full benefit of my undertakings;
- 9.1.2** to the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional;

**9.1.3** references to the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Offer; and

**9.1.4** to the Scheme Document shall be read as references to the Offer Document.

## **10. Miscellaneous**

**10.1** I acknowledge that the release of the 2.7 Announcement is at the Offeror's absolute discretion. For the avoidance of doubt, nothing in this Undertaking shall oblige the Offeror to announce or proceed with the Scheme or the Acquisition.

**10.2** Any time, date or period referred to in this Undertaking may be extended by mutual agreement but as regards any time, date and period originally fixed or as extended, time shall be of the essence.

**10.3** I agree that damages may not be an adequate remedy for breach of this Undertaking and, accordingly, the Offeror may be entitled to the remedies of specific performance, injunction or other equitable remedies.

**10.4** The ejusdem generis principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.

**10.5** No term of this Undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Undertaking.

**10.6** This Undertaking contains the whole agreement between the Offeror and me relating to the subject matter of this Undertaking at the date hereof to the exclusion of any term implied by law which may be excluded by contract.

**10.7** If any provision of this Undertaking is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Undertaking, but without invalidating any of the remaining provisions.

**10.8** No amendment or variation will be made to this Undertaking unless signed in writing by the Offeror and me.

**10.9** In this Undertaking, references to:

**10.9.1** "**Co-operation Agreement**" means the co-operation agreement in relation to the Acquisition entered into between inter alia the Offeree and the Offeror on or around the date of this Undertaking;

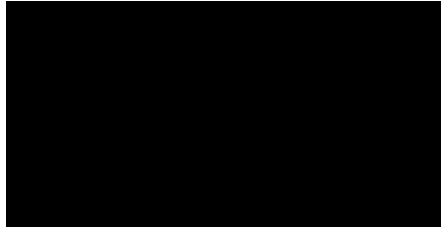
**10.9.2** "**Code**" means the UK City Code on Takeovers and Mergers, as amended from time to time;



- 10.9.3** "dealing" shall be interpreted in accordance with the Code as from time to time amended and interpreted by the Panel; and
- 10.9.4** being "interested in" or having "interests in" shares or securities shall be construed in accordance with the Code as from time to time amended and interpreted by the Panel and Part 22 of the Act.
- 10.10** This Undertaking shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this Undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

I intend this Undertaking to be a deed and execute and deliver it as a deed.

**Executed and Delivered** as a deed     )  
by **Charles McGurin**                     )



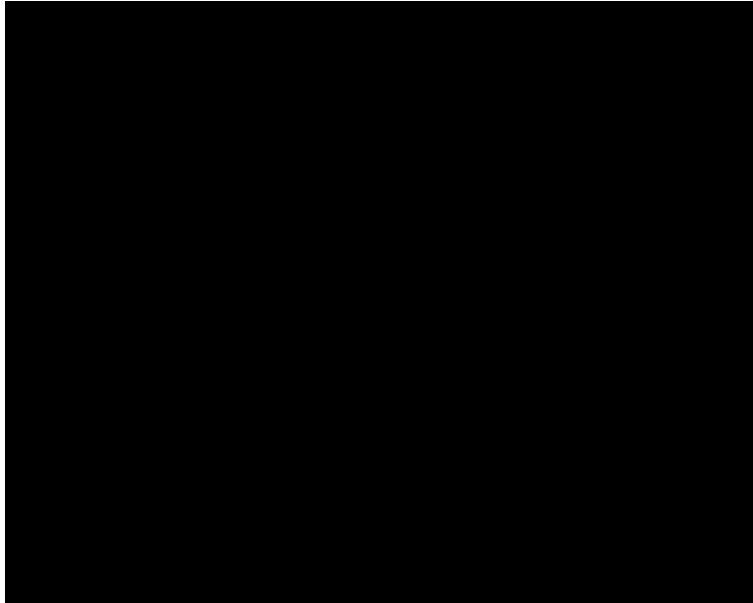
in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:



**SCHEDULE 1**  
**OFFEREE SHARES TO WHICH THIS UNDERTAKING RELATES**

The following represent my current holdings and interests in shares in the Offeree:

**Part I – Shares**

Registered Holder	Beneficial Owner	Number of ordinary shares of 5p each in the Offeree
Interactive Investor Services Nominees Limited (via the share platform Interactive Investor)	Charles McGurin	18,921
Winterflood Client Nominees Limited (via the share platform Fidelity)	Charles McGurin	46,400
<b>Total:</b>		65,321

**ANNEX  
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 OF SUCH JURISDICTION.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF THE UK VERSION OF THE MARKET ABUSE REGULATION (EU 596/2014) WHICH IS PART OF UK LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018.

THIS ANNOUNCEMENT IS NOT A PROSPECTUS OR PROSPECTUS EXEMPT DOCUMENT AND XPEDIATOR SHAREHOLDERS SHOULD NOT MAKE ANY DECISION IN RELATION TO THE CASH OFFER OR THE LOAN NOTE ALTERNATIVE EXCEPT ON THE BASIS OF THE INFORMATION TO BE CONTAINED IN THE SCHEME DOCUMENT WHICH IS PROPOSED TO BE PUBLISHED IN DUE COURSE.

FOR IMMEDIATE RELEASE

6 April 2023

**RECOMMENDED CASH OFFER  
FOR  
XPEDIATOR PLC ("XPEDIATOR")  
BY  
DLM BIDCO LIMITED ("BIDCO")**

**a newly incorporated entity to be indirectly owned by (i) funds advised by BaltCap, (ii) Cogels Investments and (iii) Nuoma IR Kapitalas, as members of the Consortium**

**to be implemented by means of a Scheme of Arrangement  
under Part 26 of the Companies Act 2006**

**Summary**

- The boards of Bidco and Xpediator are pleased to announce that they have reached agreement on the terms of a recommended cash offer by Bidco, a newly-incorporated entity to be indirectly owned by the Consortium, to acquire the entire issued and to be issued ordinary share capital of Xpediator (excluding the Xpediator Shares owned or controlled by Cogels Investments). As at the Latest Practicable Date, Cogels Investments owned or controlled 37,260,660 Xpediator Shares, representing approximately 26.3 per cent. of Xpediator's issued share capital as at such date.
- Under the terms of the Offer, each Scheme Shareholder will be entitled to receive **44 pence for each Scheme Share held (the "Cash Value")**, comprising for each Scheme Share:

**42 pence in cash (the "Cash Offer")**

**and**

**a special dividend of 2 pence (the "Special Dividend")**

- The Cash Value of 44 pence for each Scheme Share values the entire issued and to be issued ordinary share capital of Xpediator at approximately £62,342,907, and represents a premium of approximately:
  - 45.5 per cent. to the Closing Price of 30.3 pence per Xpediator Share on 19 December 2022 (being the last Business Day before the date of the commencement of the Offer Period);
  - 18.9 per cent. to the Closing Price of 37.0 pence per Xpediator Share on 5 April 2023 (being the last Business Day before the date of this Announcement); and
  - 79.7 per cent. to the volume weighted average Closing Price of 24.5 pence per Xpediator Share for the three-month period ended 19 December 2022.
  
- Under the terms of the Offer, a Loan Note Alternative will be available to Scheme Shareholders (other than Scheme Shareholders resident or located in a Restricted Jurisdiction, including the United States), which will enable eligible Scheme Shareholders to elect to receive Loan Notes in lieu of part or all of the cash consideration to which they would otherwise be entitled under the terms of the Offer. Further details in relation to the Loan Note Alternative are set out in paragraph 10 below.
  
- The Xpediator Directors intend to declare and pay the Special Dividend of 2 pence per Xpediator Share to Xpediator Shareholders on the register of members of Xpediator at the Scheme Record Time. The Special Dividend is conditional upon, and only payable if, the Scheme becomes Effective (or, if the Offer is implemented by way of a Takeover Offer, the Takeover Offer is declared unconditional in all respects). Further details are set out in paragraph 18 of this Announcement.
  
- The Xpediator Shares owned or controlled by Cogels Investments (being 37,260,660 Xpediator Shares as at the Latest Practicable Date) will not be Scheme Shares and will not be acquired by Bidco pursuant to the Offer. Upon the Offer becoming Effective, Cogels Investments will: (i) indirectly contribute 36,299,777 Xpediator Shares owned or controlled by it (representing approximately 25.62 per cent. of Xpediator's issued share capital on the Latest Practicable Date) to Bidco; and (ii) sell 960,883 Xpediator Shares owned or controlled by it (representing approximately 0.68 per cent. of Xpediator's issued share capital on the Latest Practicable Date) to Bidco in exchange for cash at the same price per Xpediator Share as the Cash Offer. Cogels Investments and the Blyth Family Members will not be permitted to vote the Xpediator Shares owned or controlled by them at the Court Meeting, but will be permitted to vote such Xpediator Shares at the General Meeting. Notwithstanding the fact that the Blyth Family Members will not be permitted to vote their Xpediator Shares at the Court Meeting, each of the Blyth Family Members have undertaken for their Xpediator Shares to be bound by the terms of the Scheme.

## **Xpediator recommendation**

- The Xpediator Directors, who have been so advised by Zeus Capital as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing advice to the Xpediator Directors, Zeus Capital has taken into account the commercial assessments of the Xpediator Directors. Zeus Capital is providing independent financial advice to the Xpediator Directors for the purposes of Rule 3 of the Takeover Code.
- Accordingly, the Xpediator Directors intend to recommend unanimously that, in the case of the Court Meeting, Scheme Shareholders, and in the case of the General Meeting, Xpediator Shareholders, vote in favour of the Scheme at the Court Meeting and vote in favour of the Resolution(s) at the General Meeting as all Xpediator Directors holding Xpediator Shares as at the date of this Announcement have irrevocably undertaken to do (or procure to be done) in respect of their own holdings totalling 2,008,677 Xpediator Shares, representing approximately 1.93 per cent. of Scheme Shares entitled to vote at the Court Meeting and 1.42 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date.

## **Irrevocable undertakings**

- In addition to the irrevocable undertakings from the Xpediator Directors, Bidco has received irrevocable undertakings from Shaun Godfrey, Sandu Grigore and Frances Lee to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolution(s) at the General Meeting in respect of a total of 38,501,484 Xpediator Shares representing approximately 37.1 per cent. of Scheme Shares entitled to vote at the Court Meeting and 27.2 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date. Bidco has also received irrevocable undertakings from each of the Blyth Family Members and Cogels Investments to vote in favour of the Resolution(s) at the General Meeting in respect of a total of 37,781,045 Xpediator Shares representing approximately 26.7 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date.
- Therefore, as at the date of this Announcement, Bidco has received irrevocable undertakings to vote in favour of the Scheme at the Court Meeting in respect of a total of 38,501,484 Xpediator Shares representing approximately 37.1 per cent. of Scheme Shares entitled to vote at the Court Meeting and to vote in favour of the Resolution(s) at the General Meeting in respect of a total of 76,282,529 Xpediator Shares representing approximately 53.8 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date.
- In addition, each of the irrevocable undertakings received from Shaun Godfrey and Sandu Grigore include an undertaking to accept the Loan Note Alternative with regard to part of the Scheme Shares held by them, as further detailed below:
  - from Shaun Godfrey to accept the Loan Note Alternative in respect of 18,147,009 Xpediator Shares owned or controlled by him, representing approximately 12.8 per cent. of the issued share capital of Xpediator as at the

Latest Practicable Date, or such lesser amount as notified to him by Bidco;  
and

- from Sandu Grigore to accept the Loan Note Alternative in respect of 12,629,200 Xpediator Shares owned or controlled by him, representing approximately 8.9 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date, or such lesser amount as notified to him by Bidco.
- Further details of the irrevocable undertakings are set out in Appendix 3 to this Announcement.

#### **Information on Bidco and the Consortium**

- The Consortium is comprised of funds advised by BaltCap, Cogels Investments and Nuoma IR Kapitalas. Cogels Investments and funds advised by BaltCap are joint offerors with respect to the Offer.
- Bidco is a limited company registered in England and Wales and incorporated on 23 February 2023. Bidco was formed for the purposes of the Offer and has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Offer. Bidco is ultimately owned by Holdco. As at the Effective Date, Holdco will be owned in the following proportions: (i) funds advised by BaltCap will indirectly own 40 per cent. of Holdco; (ii) Cogels Investments will own 34 per cent. of Holdco; and (iii) Nuoma IR Kapitalas will indirectly own 26 per cent. of Holdco. The funds advised by BaltCap and Nuoma IR Kapitalas will hold their interest in Holdco through Lithuanian Newco, being a joint venture vehicle formed for the purposes of the Offer.
- BaltCap is a multi-strategy private equity and venture capital investor in the Baltic states of Estonia, Latvia and Lithuania, covering buyout, growth, venture as well as infrastructure investments, serving institutional investors from around the world. It was founded in 1995 and its private equity funds have since invested in approximately one hundred companies across a wide range of industry sectors and stages of development. BaltCap will invest in Lithuanian Newco through BaltCap Private Equity Fund III usaldusfond and its co-investment fund, BPEF III Supplementary Investment Facility usaldusfond, a €177 million (including co-investment facility) fund focused on mature enterprises in the Baltics and Nordics.
- Cogels Investments is a private investment entity through which the close relatives of Stephen Blyth, the former CEO and founder of Xpediator, invest in a range of sectors including consultancy, hospitality, leisure and real estate.
- Nuoma IR Kapitalas is the private investment vehicle of Justas Veršnickas, the managing director of Delamode Baltics UAB, a subsidiary of Xpediator. Justas Veršnickas owns 20 per cent. of the issued share capital of Delamode Baltics UAB but is not an Xpediator Shareholder.



## Background to and reasons for the Offer

### *BaltCap*

- For the last 25 years, BaltCap has been one of the most active investors throughout the Baltic region, and since inception has invested in around 100 companies across the CEE. BaltCap's investment criteria are focused on businesses that seek to evolve and develop with significant upside potential, especially in their growth profile and stature, something demonstrated by Xpediator over the last few years. BaltCap believes with the combination of its financial resources, relevant experience and in-depth knowledge of Xpediator's end markets, Xpediator will be able to successfully grow in the years to come.
- BaltCap intends to support Xpediator's management in its efforts to continue to grow its core freight forwarding offering in the CEE region and internationally, while also providing expertise to improve operating efficiencies and overhead costs in the UK based businesses.
- BaltCap believes that, following the Effective Date, it will be able to support Xpediator as it continues to deliver on its strategic objectives, focuses on growing its core freight forwarding activities in the CEE region and will help input to strategic options for logistics operations in the UK and Romania.
- In addition, BaltCap's access to patient capital will provide the business with the financial backing required to accelerate its growth both organically and through targeted bolt-on acquisitions.

### *Cogels Investments*

- Cogels Investments believes partnering with BaltCap, to leverage the parties' combined expertise, will enable Xpediator to resolve operational and financial issues in the UK and execute its growth strategy in the CEE region more efficiently and effectively as a private company.
- Furthermore, one of Xpediator's primary growth markets is the Baltic region and Cogels Investments believes that partnering with a well renowned private equity firm in the region and Nuoma IR Kapitalas will enable Xpediator to accelerate its growth in the region and open new organic and inorganic growth opportunities previously unavailable.

### *Nuoma IR Kapitalas*

- As the managing director and 20 per cent. shareholder of Delamode Baltics UAB, a subsidiary of Xpediator, Justas Veršnickas has a significant role and influence over the success of Xpediator in the Baltic region.
- Justas Veršnickas will play a leading role in the operation and growth of Xpediator, especially of its freight forwarding division, and the Offer facilitates an alignment of interest between the key stakeholders within the Consortium.

### *The Consortium*

- The members of the Consortium are committed to accelerating Xpediator's development at this important juncture for the business and believe taking Xpediator private will enable it to pursue additional growth opportunities where its people will become part of an exciting platform in the UK and internationally.

### **Timetable and Conditions**

- 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. However, Bidco reserves the right to elect to implement the Offer by way of a Takeover Offer, subject to the Panel's consent and the terms of the Co-operation Agreement.
- The Offer will be put to Scheme Shareholders entitled to vote at the Court Meeting and to Xpediator Shareholders at the General Meeting. To become Effective, the Scheme must be approved by a majority in number of the Scheme Shareholders voting at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares voted. In addition, the Resolution(s) must be passed by the requisite majority or majorities at the General Meeting. The Scheme will also need to be sanctioned by the Court. Finally, a copy of the Court Order must be delivered to the Registrar of Companies for registration, upon which the Scheme will become Effective.
- The Offer will be made in accordance with the Takeover Code and on the terms and subject to the Conditions which are set out in Appendix 1 to this Announcement, including the antitrust and foreign direct investment approvals set out in Conditions 3 to 6 of Part A to Appendix 1 to this Announcement, and on the further terms and conditions that will be set out in the Scheme Document.
- It is expected that the Scheme Document, containing further information about the Offer and notices of the Court Meeting and the General Meeting, will be published as soon as practicable and, in any event, within 28 days of this Announcement unless Bidco and Xpediator otherwise agree, and the Panel consents, to a later date.
- The Offer is currently expected to become Effective in the third quarter of 2023, subject to the satisfaction (or, where applicable, waiver) of the Conditions and further terms set out in Appendix 1 to this Announcement. An expected timetable of key events relating to the Offer will be included in the Scheme Document.

### **Comments on the Offer**

Commenting on the Offer, Gillian Wilmot CBE, Interim Chairman of Xpediator, said:

*"Since its IPO in 2017, Xpediator has undergone a period of significant transformation and growth, having completed four UK acquisitions and strengthening its presence organically in the CEE regions, particularly in the Baltics. In more recent years, Xpediator has endured numerous director changes and instability at the Board level, and this, alongside not inconsiderable macro-economic challenges, has contributed to a deterioration in the performance of the two major UK operations, and as a result, the Xpediator Group working capital position."*

*The Xpediator Directors have been focused on addressing these issues and are pleased with the Xpediator Group's record trading performance in 2022. Despite this, there has been a significant de-rating in Xpediator's valuation over the past 12 months. Therefore, it is the view of the Xpediator Directors that this Offer represents a reasonable opportunity for Xpediator Shareholders to realise cash in what remains a challenging macro-economic environment, the risk of further Board changes, losing key geographic markets and/or losing senior management or other key personnel, and the limited liquidity of Xpediator Shares."*

Commenting on the Offer, Šarūnas Alekna, Partner at BaltCap, said:

*"We are investing in a company with a long history, proven track record, exceptional management team and well-established operations in the UK, Baltics and Central and Eastern Europe. As global supply chains are being shortened due to macroeconomic and geopolitical risks, we see opportunities to expand the reach of the freight forwarding operations by adding new geographies and product offerings, which would enable Xpediator to service a wider range of needs of its clients in the Baltics, CEE and beyond. BaltCap is excited to join Xpediator on its journey, and we believe that our local presence and experience in building a regional champions will be instrumental in developing a leader in global supply chain solutions. We look forward to continue working with Xpediator's founder, existing management team and staff to ensure Xpediator continues on its current growth path."*

Commenting on the Offer, Stephen Blyth, Director at Cogels Investments said:

*"We are excited to enter this new phase of development for the Xpediator Group. I initially founded Xpediator in 1988 and was CEO of the business until May 2020. Cogels strongly feels that a partnership with BaltCap and Justas – and the expertise and skills which they each bring – will be conducive to entrepreneurial growth of the Xpediator Group and help capitalise on new opportunities. We look forward to once again being a part of the Xpediator Group."*

Commenting on the Offer, Justas Veršnickas, Director of Nuoma IR Kapitalas said:

*"Since joining Xpediator, I am incredibly proud of what has been achieved over the last 13 years, and in particular the success and growth of the Xpediator Group in the Baltic region. I am looking forward to helping to continue the operation and growth of the Xpediator Group and working alongside the Consortium to help accelerate Xpediator's development."*

***This summary should be read in conjunction with, and is subject to, the full text of this Announcement and its appendices. The Offer will be subject to the Conditions and 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. Appendix 2 to this Announcement contains the sources of information and bases of calculations of certain information contained in this Announcement. Appendix 3 contains a summary of the irrevocable undertakings received in relation to this Offer. Appendix 4 contains definitions of certain expressions used in this summary and in this Announcement.***

**Enquiries:**

**Bidco**

Šarūnas Alekna  
Stephen Blyth

Tel: +370 5254 6713

**Rothschild & Co**

**(Financial adviser to Bidco)**

Stuart Vincent

Harry O'Connor

Tel: +44 (0)20 7280 5000

**Xpediator**

Gillian Wilmot CBE, Interim Chairman

Mike Stone, Interim CEO

Richard Myson, CFO

Tel: +44 (0)330 043 2395

**Zeus Capital**

**(Financial adviser, Nominated Adviser and corporate broker to Xpediator)**

David Foreman

Jamie Peel

James Hornigold

Tel: +44 (0)20 3829 5000

**Novella Communications**

**(Financial Public Relations to Xpediator)**

Tim Robertson

Safia Colebrook

Tel: +44 (0)20 3151 7008

Travers Smith LLP is providing legal advice to BaltCap and Bidco. Addleshaw Goddard LLP is providing legal advice to Xpediator.

**Important notices**

*Rothschild & Co, which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser to Bidco and for no one else in connection with subject matter of this Announcement and will not be responsible to anyone other than Bidco for providing the protections afforded to its clients or for providing advice in relation to the subject matter of this Announcement, the contents of this Announcement or any other matters referred to in this Announcement. 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, the Offer or otherwise. No representation or warranty, express or implied, is made by Rothschild & Co as to the contents of this Announcement.*

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

## **Further information**

*This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, an offer to sell or an invitation to purchase any securities or a solicitation of an offer to buy, otherwise acquire, subscribe for, sell or otherwise dispose of any securities pursuant to the Offer or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange is unlawful. The Offer will be made solely by means of the Scheme Document, or any document by which the Offer is made, which document will contain the full terms and conditions of the Offer, including details of how to vote in respect of the Scheme.*

*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, accountant or from an independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended).*

*Xpediator will prepare the Scheme Document to be distributed to Xpediator Shareholders at no cost to them. Xpediator and Bidco urge Xpediator Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Offer. Any vote or other decision in respect of, or other response to, the Offer, should be made only on the basis of information contained in the Scheme Document or any other document by which the Offer is made.*

## **Overseas jurisdictions**

*The release, publication or distribution of this Announcement in jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Announcement comes should inform themselves about and observe such restrictions. Further details in relation to Overseas Shareholders will be contained in the Scheme Document. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.*

*Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Offer will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any means 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 all documents relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Offer (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.*

*The availability of the Offer to Scheme Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.*

*This Announcement has been prepared in connection with proposals in relation to a scheme of arrangement pursuant to and for the purpose of complying with English law and the Takeover Code and 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 England. Nothing in this Announcement should be relied on for any other purpose.*

*The Scheme will be subject to English law and the jurisdiction of the Court, and to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange (including the AIM Rules), the Financial Conduct Authority and the Registrar of Companies.*

#### **Additional information for US investors**

*Xpediator Shareholders in the United States should note that the Offer relates to the securities of a UK company and is proposed to be effected by means of a scheme of arrangement under English law. This Announcement, the Scheme Document and certain other documents relating to the Offer have been or will be prepared in accordance with English law, the Takeover Code and UK disclosure requirements, format and style, all of which differ from those in the United States. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Offer is subject to the disclosure requirements of and practices applicable in the United Kingdom to schemes of arrangement, which differ from the disclosure requirements of the United States tender offer and proxy solicitation rules. If, in the future, Bidco exercises the right to implement the Offer by way of a Takeover Offer and determines to extend the offer into the United States, the Offer will be made in compliance with applicable United States laws and regulations, including any applicable exemptions under the US Securities Act or US Exchange Act.*

*The Loan Notes have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States except pursuant to an exemption from the registration requirements of the US Securities Act. There will be no public offer of Loan Notes in the United States. Accordingly, the Loan Note Alternative is not being offered, and will not be offered, directly or indirectly in or into, or by use of the mails of, or by any means or instrumentality of interstate or foreign commerce of or of any facilities of a national securities exchange of, the United States. This includes, but is not limited to, facsimile transmission, electronic mail, telex, telephone, the internet and other forms of electronic communication. The Loan Note Alternative may not be applied to by any such use, means, instrumentality or facility from or within the United States or by persons located or resident in the United States. Accordingly, materials allowing for the Loan Note Alternative are not being, and must not be, directly or indirectly mailed or otherwise published, transmitted, distributed or forwarded (including, without limitation, by custodians, nominees or trustees) in or into the United States or to any US persons or any persons located or resident in the United States. Any purported applicability of the Loan Note Alternative resulting directly or indirectly from a violation of these restrictions will be invalid and any purported applicability of the Loan Note Alternative made by a person located in the United States or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within the United States will be invalid and will not be accepted.*

*Each person electing to receive the Loan Note Alternative will represent that it is not a US person, it is not located in the United States and it is not participating in the Offer from the United States or acting on a non-discretionary basis for a principal that is not a US person, it is located outside the United States and that it is not giving an order to participate in the Loan Note Alternative from the United States. For the purposes of this and the above paragraph, "United States" means United States of America, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any state of the United States of America and the District of Columbia.*

*Xpediator's financial statements, and all financial information that is included in this Announcement or that may be included in the Scheme Document, or any other documents relating to the Offer, have been or will be prepared in accordance with International Financial Reporting Standards and may not be comparable to financial statements of companies in the United States or other companies*

*whose financial statements are prepared in accordance with US generally accepted accounting principles.*

*The receipt of cash pursuant to the Offer by a US holder as consideration for the transfer of its Scheme Shares pursuant to the Scheme will likely be a taxable transaction for United States federal income tax purposes and under applicable United States state and local, as well as foreign and other, tax laws. Each Xpediator Shareholder is urged to consult his independent professional adviser immediately regarding the tax consequences of the Offer applicable to him.*

*It may be difficult for US holders to enforce their rights and claims arising out of the US federal securities laws, since Bidco and Xpediator are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US holders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of 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.*

*In accordance with normal UK practice and consistent with Rule 14e-5(b) of the US Exchange Act, Bidco, certain affiliated companies and their nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Xpediator outside of the US, other than pursuant to the Offer, until the date on which the Scheme and/ or the Takeover Offer becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases or arrangements to purchase will be disclosed as required in the United Kingdom, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com).*

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

*This Announcement (including information incorporated by reference in this Announcement) and other information published by Bidco, BaltCap, any member of the Consortium or Xpediator contain statements about Bidco, BaltCap, any member of the Consortium and Xpediator that are or may be deemed to be forward looking statements. All statements other than statements of historical facts included in this Announcement may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "anticipates", "estimates", "projects" or words or terms of similar substance or the negative thereof, are forward looking statements. 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 or Xpediator's operations and potential synergies resulting from the Offer; and (iii) the effects of government regulation on Bidco's or Xpediator's business.*

*These forward-looking statements are not guarantees of future performance. Such forward-looking statements involve known and unknown risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any 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 exchange rates, and the outcome of any litigation. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date of this Announcement. All*

subsequent forward-looking statements attributable to Bidco, BaltCap, any member of the Consortium or Xpediator or any of their respective members, directors, officers or employees or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Bidco, BaltCap, any member of the Consortium and Xpediator disclaim any obligation to update any forward-looking or other statements contained in this Announcement, except as required by applicable law.

### **No profit forecasts or estimates**

Except where indicated, no statement in this Announcement is intended as a profit forecast or estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Xpediator for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Xpediator.

### **Disclosure requirements of the Takeover Code**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company; and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

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

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

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

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



are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

### **Right to switch to a Takeover Offer**

*Bidco reserves the right to elect, with the consent of the Panel, and subject to the terms of the Co-operation Agreement, to implement the Offer by way of a Takeover Offer for the entire issued and to be issued ordinary share capital of Xpediator as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on the same terms or, if Bidco so decides, on such other terms being no less favourable (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in Appendix 1 to this Announcement.*

### **Publication on website**

*A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 of the Takeover Code will be available, free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions on BaltCap's website at <https://www.baltcap.com/offer-for-xpediator-plc/> and Xpediator's website at <https://www.xpediator.com/offer-for-xpediator-plc/> by no later than 12:00 p.m. on the Business Day following publication of this Announcement.*

*For the avoidance of doubt, the contents of these websites and any websites accessible from hyperlinks on these websites are not incorporated into and do not form part of this Announcement.*

### **Information relating to Xpediator Shareholders**

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

### **Right to receive documents in hard copy form**

*In accordance with Rule 30.3 of the Takeover Code, Xpediator Shareholders, persons with information rights and participants in the Xpediator Share Plans may request a hard copy of this Announcement, free of charge, by contacting Xpediator's registrars, Share Registrars Limited, by: (i) submitting a request in writing to Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey, GU9 7XX, United Kingdom; or (ii) calling +44 (0) 1252 821390. 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. Phone lines are open between 9:00 a.m. and 5:00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Share Registrars cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.*

*Such persons may also request that all future documents, announcements and information in relation to the Offer are sent to them in hard copy form. For persons who receive a copy of this Announcement in electronic form, a hard copy of this Announcement will not be sent unless so requested.*

### **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.*

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 OF SUCH JURISDICTION.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF THE UK VERSION OF THE MARKET ABUSE REGULATION (EU 596/2014) WHICH IS PART OF UK LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018.

THIS ANNOUNCEMENT IS NOT A PROSPECTUS OR PROSPECTUS EXEMPT DOCUMENT AND XPEDIATOR SHAREHOLDERS SHOULD NOT MAKE ANY DECISION IN RELATION TO THE CASH OFFER OR THE LOAN NOTE ALTERNATIVE EXCEPT ON THE BASIS OF THE INFORMATION TO BE CONTAINED IN THE SCHEME DOCUMENT WHICH IS PROPOSED TO BE PUBLISHED IN DUE COURSE.

FOR IMMEDIATE RELEASE

6 April 2023

**RECOMMENDED CASH OFFER  
FOR  
XPEDIATOR PLC ("XPEDIATOR")  
BY  
DLM BIDCO LIMITED ("BIDCO")**

**a newly incorporated entity to be indirectly owned by (i) funds advised by BaltCap, (ii) Cogels Investments and (iii) Nuoma IR Kapitalas, as members of the Consortium**

**to be implemented by means of a Scheme of Arrangement  
under Part 26 of the Companies Act 2006**

**1. Introduction**

The boards of Bidco and Xpediator are pleased to announce that they have reached agreement on the terms of a recommended cash offer by Bidco, a newly-incorporated entity to be indirectly owned by the Consortium, to acquire the entire issued and to be issued ordinary share capital of Xpediator (excluding the Xpediator Shares owned or controlled by Cogels Investments). As at the Latest Practicable Date, Cogels Investments owned or controlled 37,260,660 Xpediator Shares, representing approximately 26.30 per cent. of Xpediator's issued share capital as at such date.

The Offer is intended to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act.

**2. The Offer**

Under the terms of the Offer, which will be subject to the Conditions and further terms set out in Appendix 1 to this Announcement and to be set out in the Scheme Document, each Scheme Shareholder will be entitled to receive **44 pence for each Scheme Share held (the "Cash Value")**, comprising for each Scheme Share:

**42 pence in cash (the "Cash Offer")**

and

**a special dividend of 2 pence (the "Special Dividend")**

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 Xpediator Shares (other than, or in excess of, the Special Dividend), Bidco reserves the right to reduce the consideration payable under the terms of the Offer for the Xpediator Shares by an amount up to the amount of such dividend, distribution and/or return of capital (or excess, as applicable), excluding any amount in respect of the Excluded Shares, in which case the relevant eligible Xpediator Shareholders will be entitled to receive and retain such dividend and/or distribution and/or return of capital. If Bidco exercises its rights described above, any reference in this Announcement to the consideration payable under the terms of the Offer will 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 Cash Value of 44 pence for each Scheme Share values the entire issued and to be issued share capital of Xpediator at approximately £62,342,907, and represents a premium of approximately:

- 45.5 per cent. to the Closing Price of 30.3 pence per Xpediator Share on 19 December 2022 (being the last Business Day before the date of the commencement of the Offer Period);
- 18.9 per cent. to the Closing Price of 37.0 pence per Xpediator Share on 5 April 2023 (being the last Business Day before the date of this Announcement); and
- 79.7 per cent. to the volume weighted average Closing Price of 24.5 pence per Xpediator Share for the three-month period ended 19 December 2022.

Under the terms of the Offer, a Loan Note Alternative will be available to Scheme Shareholders (other than Scheme Shareholders resident or located in a Restricted Jurisdiction, including the United States), which will enable eligible Scheme Shareholders to elect to receive Loan Notes in lieu of part or all of the cash consideration to which they would otherwise be entitled under the terms of the Offer. Further details in relation to the Loan Note Alternative are set out in paragraph 10 below.

The Xpediator Directors intend to declare and pay the Special Dividend of 2 pence per Xpediator Share to Xpediator Shareholders on the register of members of Xpediator at the Scheme Record Time. The Special Dividend is conditional upon, and only payable if, the Scheme becomes Effective (or, if the Offer is implemented by way of a Takeover Offer, the Takeover Offer is declared unconditional in all respects). Further details are set out in paragraph 18 of this Announcement.

The Xpediator Shares owned or controlled by Cogels Investments (being 37,260,660 Xpediator Shares as at the Latest Practicable Date) will not be Scheme Shares and will not be acquired by Bidco pursuant to the Offer. Upon the Offer becoming Effective, Cogels Investments will: (i) indirectly contribute 36,299,777 Xpediator Shares owned or controlled by it (representing approximately 25.62 per cent. of Xpediator's issued share capital on the Latest Practicable Date) to Bidco; and (ii) sell 960,883 Xpediator Shares owned or controlled by it (representing approximately 0.68 per cent.

of Xpediator's issued share capital on the Latest Practicable Date) to Bidco in exchange for cash at the same price per Xpediator Share as the Cash Offer. Cogels Investments and the Blyth Family Members will not be permitted to vote the Xpediator Shares owned or controlled by them at the Court Meeting, but will be permitted to vote such Xpediator Shares at the General Meeting. Notwithstanding the fact that the Blyth Family Members will not be permitted to vote their Xpediator Shares at the Court Meeting, each of the Blyth Family Members have undertaken for their Xpediator Shares to be bound by the terms of the Scheme.

It is expected that the Scheme Document will be published as soon as practicable and, in any event, within 28 days of this Announcement (unless the Panel agrees otherwise). It is currently expected that the Scheme will become Effective in the third quarter of 2023.

### **3. Background to and reasons for the Offer**

#### *BaltCap*

For the last 25 years, BaltCap has been one of the most active investors throughout the Baltic region, and since inception has invested in around 100 companies across the CEE. BaltCap's investment criteria are focused on businesses that seek to evolve and develop with significant upside potential, especially in their growth profile and stature, something demonstrated by Xpediator over the last few years. BaltCap believes with the combination of its financial resources, relevant experience and in-depth knowledge of Xpediator's end markets, Xpediator will be able to successfully grow in the future years to come.

BaltCap intends to support Xpediator's management in its efforts to continue to grow its core freight forwarding offering in the CEE region and internationally, while also providing expertise to improve operating efficiencies and overhead costs in the UK based businesses.

BaltCap believes that, following the Effective Date, it will be able to support Xpediator as it continues to deliver on its strategic objectives, focuses on growing its core freight forwarding activities in the CEE region and will help input to strategic options for logistics operations in the UK and Romania.

In addition, BaltCap's access to patient capital will provide the business with the financial backing required to accelerate its growth both organically and through targeted bolt-on acquisitions.

#### *Cogels Investments*

Cogels Investments believes partnering with BaltCap to leverage the parties combined expertise will enable Xpediator to resolve operational and financial issues in the UK and execute its growth strategy in the CEE region more efficiently and effectively as a private company.

Furthermore, one of Xpediator's primary growth markets is the Baltic region and Cogels Investments believes that partnering with a well renowned private equity firm in the region will enable Xpediator to accelerate its growth in the region and open up new organic and inorganic growth opportunities previously unavailable.

## *Nuoma IR Kapitalas*

Nuoma IR Kapitalas is the private investment vehicle of Justas Veršnickas. As the managing director and 20 per cent. shareholder of Delamode Baltics UAB, a subsidiary of Xpediator, Justas has a significant role and influence over the success of Xpediator in the Baltic region.

Justas Veršnickas will play a leading role in the operation and growth of Xpediator, especially of its freight forwarding division, and the Offer facilitates an alignment of interest between the key stakeholders within the Consortium.

## *The Consortium*

The members of the Consortium are committed to accelerating Xpediator's development at this important juncture for the business and believe taking Xpediator private will enable it to pursue additional growth opportunities where its people will become part of an exciting platform in the UK and internationally.

## **4. Recommendation**

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

Accordingly, the Xpediator Directors intend to recommend unanimously that Scheme Shareholders vote in favour (or procure votes in favour) of the Scheme at the Court Meeting and Xpediator Shareholders vote in favour (or procure votes in favour) of the Resolution(s) at the General Meeting as all Xpediator Directors holding Xpediator Shares as at the date of this Announcement have irrevocably undertaken to do (or procure to be done) in respect of their own holdings totalling 2,008,677 Xpediator Shares, representing approximately 1.93 per cent. of Scheme Shares entitled to vote at the Court Meeting and 1.42 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date.

## **5. Background to and reasons for the recommendation**

Since the initial public offering (“**IPO**”) of Xpediator in August 2017, Xpediator has undergone a period of significant transformation and growth. Xpediator’s revenues have grown from £116 million for the financial year ended 31 December 2017 to just below £400 million (unaudited) in FY22 with strong profit growth through that period.

A key reason for Xpediator’s IPO was the belief of its then board of directors, that the enhanced public profile, access to capital and ability to use Xpediator’s shares as an acquisition currency would enable it to grow more quickly, both through organic growth and through acquisitions.

Xpediator has completed four UK acquisitions since its IPO. Whilst these have collectively contributed to the significant revenue growth of the Xpediator Group, in aggregate, they have not contributed materially to Xpediator profitability in FY22 and furthermore, have absorbed working

capital. This was a contributing factor to a deterioration in the net debt of Xpediator Group, reaching £8.0 million as at 30 June 2022.

Xpediator's market capitalisation increased from £24 million at the time of its IPO to £43 million on 19 December 2022, the last business day before Xpediator announced it had received an indicative proposal from the Consortium in respect of a possible offer.

The Xpediator Directors believe the improving financial and operational performance and outlook of the Xpediator Group has not been reflected in the Company's share price, with a significant de-rating in Xpediator's valuation experienced over the last 12 months against a backdrop of expected record results in FY22, including a significant reduction in the net debt figure from that announced at the Company's interim results for the six months ended 30 June 2022. Whilst this is in part reflective of the wider AIM All-Share performance, the volatility in Xpediator's share price, and recent share price under performance, substantially restrict the Xpediator Directors ability to use Xpediator Shares as acquisition currency in the short term, which was a key tenet for Xpediator's IPO in 2017.

The Xpediator Directors remain confident in Xpediator's ability to continue to grow on AIM, but are mindful of the weakening macro-economic outlook in the UK and Europe. While the Xpediator Directors believe that Xpediator's present strategy and opportunities are robust and capable of delivering mid to long-term growth and profitability, they also believe that the terms of the Offer provide Xpediator Shareholders with an immediate, certain and appropriate cash value at this time. The Xpediator Directors have taken into account the current trading of the business, announced separately on 2 February 2023, and as further described above, in considering their recommendation and believe the Offer appropriately recognises the short term prospects of the Xpediator Group as a standalone business in the current and likely continuing challenging macro-economic climate.

Whilst the Xpediator Directors believe there is value to remaining on AIM, on balance, and considering *inter alia*, the risks set out in this paragraph 5, the Xpediator Directors are recommending the Offer to Xpediator Shareholders. In particular, the Xpediator Directors note the potential risks of Xpediator losing key geographic markets and/or losing senior management or other key personnel in the Group including, in particular, in Delamode Baltics UAB, the most profitable entity of the Xpediator Group, should the Offer not proceed. Such losses would likely have a significant adverse impact on the financial performance and prospects of the Xpediator Group. This risk, combined with what the Xpediator Directors perceive as the high probability of multiple Board changes in the near term should the Offer not proceed, which could cause disruption to the business, supports the Directors' recommendation.

The Xpediator Directors also recognise that the very limited liquidity of Xpediator Shares makes it challenging for Xpediator Shareholders to monetise their holdings should they so wish. The Offer provides the opportunity for Xpediator Shareholders to realise their entire investment at an acceptable valuation at this time in cash. Should the Offer not proceed for any reason, there could then be a sustained period of share price volatility, in particular if Xpediator's three largest shareholders, Cogels, Shaun Godfrey and Sandu Grigore, who have each independently indicated their support for the Offer, subsequently choose to exit their shareholdings.

Based on the value of the Offer of 42 pence in cash per Xpediator Share combined with the Special Dividend of 2 pence per Xpediator Share, the Cash Value represents a premium of approximately:

- 45.5 per cent. to the Closing Price of 30.3 pence per Xpediator Share on 19 December 2022 (being the last Business Day before the date of the commencement of the Offer Period);
- 18.9 per cent. to the Closing Price of 37.0 pence per Xpediator Share on 5 April 2023 (being the last Business Day before the date of this Announcement);
- 61.2 per cent. to the volume weighted average Closing Price of 27.3 pence per Xpediator Share for the one-month period ended 19 December 2022;
- 79.7 per cent. to the volume weighted average Closing Price of 24.5 pence per Xpediator Share for the three-month period ended 19 December 2022; and
- 21.3 per cent. to the volume weighted average Closing Price of 36.3 pence per Xpediator Share for the twelve-month period ended 19 December 2022.

In addition to the financial terms of the Offer, in their evaluation of Bidco as a suitable owner of Xpediator from the perspective of all stakeholders, the Xpediator Directors have also taken into account Bidco's intentions for the business, as set out in paragraph 9 below, regarding the strategic plans for the Xpediator Group, as well as the importance that Bidco places on the depth of skillset, expertise and experience of the existing management and employees of the Xpediator Group. Subject to the potential headcount reductions described in paragraph 9 below, the Xpediator Directors acknowledge Bidco's statements that certain employees of the Xpediator Group may benefit from potential new opportunities within the Xpediator Group that arise as a result of the planned growth of Xpediator's core freight forwarding offering. The Xpediator Directors accept Bidco's stated intention to undertake a detailed review of certain non-freight forwarding businesses (which might include Delamode Romania SRL, Pallex Express NRL and Affinity) and also Xpediator's UK logistics operations, for which reductions in headcount are possible, following completion of the Offer. The Xpediator Directors also note Bidco's intention to safeguard the existing contractual and statutory employment rights of employees and management of the Xpediator Group, including regarding pensions, following completion of the Offer.

Accordingly, the Xpediator Directors intend to recommend unanimously that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Xpediator Shareholders vote in favour of the Resolution(s) to be proposed at the General Meeting.

## **6. Irrevocable undertakings**

In addition to the irrevocable undertakings from Xpediator Directors and the recommendation by all of the Xpediator Directors, described in paragraph 4 above, Bidco has received irrevocable undertakings from Shaun Godfrey, Sandu Grigore and Frances Lee to vote in favour of the Scheme at the Court Meeting and to vote in favour of the Resolution(s) at the General Meeting in respect of a total of 38,501,484 Xpediator Shares representing approximately 37.1 per cent. of Scheme Shares entitled to vote at the Court Meeting and 27.2 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date. Bidco has also received irrevocable undertakings from each of the Blyth Family Members and Cogels Investments to vote in favour of the Resolution(s) at the General

Meeting in respect of a total of 37,781,045 Xpediator Shares representing approximately 26.7 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date.

Therefore, as at the date of this Announcement, Bidco has received irrevocable undertakings to vote in favour of the Scheme at the Court Meeting in respect of a total of 38,501,484 Xpediator Shares representing approximately 37.1 per cent. of Scheme Shares entitled to vote at the Court Meeting and to vote in favour of the Resolution(s) at the General Meeting in respect of a total of 76,282,529 Xpediator Shares representing approximately 53.8 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date.

In addition, each of the irrevocable undertakings received from Shaun Godfrey and Sandu Grigore include an undertaking to accept the Loan Note Alternative with regard to part of the Scheme Shares held by them, as further detailed below:

- from Shaun Godfrey to accept the Loan Note Alternative in respect of 18,147,009 Xpediator Shares owned or controlled by him, representing approximately 12.8 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date, or such lesser amount as notified to them by Bidco; and
- from Sandu Grigore to accept the Loan Note Alternative in respect of 12,629,200 Xpediator Shares owned or controlled by him, representing approximately 8.9 per cent. of the issued share capital of Xpediator as at the Latest Practicable Date, or such lesser amount as notified to them by Bidco.

Full details of these irrevocable undertakings are set out in Appendix 3 to this Announcement.

## **7. Information on Bidco and the Consortium**

The Consortium is comprised of funds advised by BaltCap, Cogels Investments and Nuoma IR Kapitalas. Cogels Investments and funds advised by BaltCap are joint offerors with respect to the Offer.

### *Bidco*

Bidco is a limited company registered in England and Wales and incorporated on 23 February 2023. Bidco was formed for the purposes of the Offer and has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Offer. Bidco is ultimately owned by Holdco. As at the Effective Date, it is intended that Holdco will be owned in the following proportions: (i) funds advised by BaltCap will indirectly own 40 per cent. of Holdco; (ii) Cogels Investments will own 34 per cent. of Holdco; and (iii) Nuoma IR Kapitalas will indirectly own 26 per cent. of Holdco. The funds advised by BaltCap and Nuoma IR Kapitalas will hold their interest in Holdco through Lithuanian Newco, being a joint venture vehicle formed for the purposes of the Offer.

### *BaltCap*

BaltCap is a multi-strategy private equity and venture capital investor in the Baltic states of Estonia, Latvia and Lithuania, covering buyout, growth, venture as well as infrastructure investments, serving



institutional investors from around the world. It was founded in 1995 and its private equity funds have since invested in approximately one hundred companies across a wide range of industry sectors and stages of development. BaltCap will invest in the Lithuanian Newco through BaltCap Private Equity Fund III usaldusfond and its co-investment fund, BPEF III Supplementary Investment Facility usaldusfond, a €177 million (including co-investment facility) fund focused on mature enterprises in the Baltics and Nordics.

#### *Cogels Investments*

Cogels Investments is a private investment entity through which the close relatives of Stephen Blyth, the former CEO and founder of Xpediator, invest in businesses across a range of sectors including consultancy, hospitality, leisure and real estate.

#### *Nuoma IR Kapitalas*

Nuoma IR Kapitalas is the private investment vehicle of Justas Veršnickas, the managing director of Delamode Baltics UAB, a subsidiary of Xpediator. Justas Veršnickas owns 20 per cent. of the issued share capital of Delamode Baltics UAB, but is not an Xpediator Shareholder.

### **8. Information on Xpediator**

Xpediator is an international freight management company, headquartered in the UK that provides logistics and transport support solutions. Xpediator is committed to providing dynamic supply chain solutions and innovation within a global market, focusing on outstanding quality and customer care excellence.

The original business, trading as “Delamode”, was established in 1988 and was initially focused on providing freight forwarding services to and from the UK. The Xpediator Group has since evolved into an integrated freight management business, with well-established and successful customs clearance, multi-modal transport, storage, fulfilment and distribution operations in its key markets in the UK and Europe, with specific expertise in CEE countries.

In August 2017, the shares of Xpediator were admitted to trading on AIM.

The Xpediator Group currently employs over 1,500 people across the UK, Bulgaria, Lithuania, Estonia, Macedonia, Montenegro, Moldova, Romania and Serbia, operating from over 35 sites in these and other countries.

Xpediator operates through three divisions: (i) Freight Forwarding; (ii) Warehousing & Logistics; and (iii) Transport Support Services, which are further detailed below.

Freight Forwarding is operated predominantly under the Delamode brand and the division provides end-to-end domestic and international freight management services via road, air and sea, connecting CEE countries and the UK with each other and the rest of Europe. In some key markets, it also operates customised solutions that allow customers to meet specific product, end customer or local market requirements.

The Warehousing & Logistics division provides warehousing services. Xpediator's warehousing capacity is primarily located in the UK, Romania and Bulgaria, with operations more recently

established in the Netherlands as a result of customer demand arising from Brexit. The logistics network between the UK and western Europe is a port-centric model, with warehouses located near the major ports of Southampton, Antwerp and Rotterdam, but are linked with dedicated road transport shuttles and to customs clearance and transport operations covering all major airports in their respective regions. The Romanian logistics operation operates from sites in Bucharest and Constanta, the major port on the Black Sea. All Xpediator Group logistics sites provide a comprehensive range of services covering customs clearance, storage, contract logistics and e-commerce fulfilment, distribution and returns handling. In addition, Xpediator Group is also the master franchisee of the Romanian pallet distribution network, trading under the Pall-Ex brand, and operated from its base in Sibiu.

Transport Support Services, trading under the Affinity brand, provides hauliers across Europe with an extensive range of services including bundled fuel and toll cards, financial and support services. In addition, Affinity provides a "one stop shop" of transport services, including roadside assistance, ferry bookings and VAT and other tax refunds.

For the year ended 31 December 2021, Xpediator reported audited revenues of £296.6 million (2020: £221.2 million) and adjusted profit before tax of £9.1 million (2020: £7.2 million). For the six months ended 30 June 2022, Xpediator reported revenues of £189.3 million (H1 2021: £126.6 million) and adjusted profit before tax of £3.1 million (H1 2021: £3.6 million). During the same period, net cash deteriorated from £6.8 million at 31 December 2020 to net debt of £4.8 million at 31 December 2021 and £8.0 million at 30 June 2022.

#### *Current trading*

On 2 February 2023, Xpediator announced a trading update for the year ended 31 December 2022. Against a challenging macro-economic backdrop, Xpediator continued to trade strongly during the final quarter of the year, announcing full year revenue being just below £400 million and a material improvement in net debt to approximately £3.6 million, mainly the result of positive trading and better cost control (including reduced central costs and overheads following the unbundling of the shared services centre implemented in the UK in 2021). As also announced on 2 February 2023, Xpediator's adjusted profit before tax for the year ended 31 December 2022 is expected to be significantly ahead of previous management guidance of £9.0 million (unaudited). This profit statement constitutes a profit estimate for the purposes of Rule 28 of the Takeover Code. The Scheme Document will include the relevant reports required by Rule 28.1 of the Takeover Code in connection with such estimate.

The strong trading result stemmed from the continuing outperformance from the freight forwarding operations in Lithuania, in the closing months of 2022. In the UK, the financial performance of Delamode Anglia also improved in the latter months of the year.

The Warehousing & Logistics division also delivered a satisfactory result after a slow start in 2022 with a good contribution from Pall-ex Romania, helped by better results in the UK logistics division in the last quarter of the year. This trend will further benefit from the closure in February 2023 of the loss-making Beckton warehouse, which specialised in high street fashion retail, as well as productivity improvements in Southampton and recent customer wins at the Braintree warehouse.

Mike Stone, who is serving in an interim capacity as Xpediator's CEO, is intending to step down from his role of interim CEO and from the board of directors of Xpediator before the Offer completes. Such decision to step down is unconnected with the Offer but is to allow Mike to pursue other interests.

## **9. Management, employees and locations**

### *Strategic review*

Bidco has drawn on Stephen Blyth's and Justas Veršnickas' knowledge and understanding of the Xpediator business in order to formulate its strategic rationale for the Offer, and, shortly following completion of the Offer, intends to work with Xpediator's management team over a period of up to nine months to review Xpediator's business, operations and strategy further. As part of such review, Bidco will conduct strategic reviews of each individual business unit, with a primary focus on the areas set out below.

#### **A. CEE**

As described in paragraph 3 (Background to and reasons for the Offer), Bidco believes that freight forwarding is core to the continued success of the Xpediator business and expects to continue to expand this core offering across the CEE region. Bidco intends to undertake specific strategic reviews across the CEE region to identify potential non-core activities and assess the strategic options available to it in the context of long-term growth and profitability. The strategic reviews will determine whether certain non-freight forwarding businesses (which might include Delamode Romania SRL, Pallex Express SRL and Affinity) are a core or non-core part of the future strategy.

#### **B. UK logistics**

The Xpediator Directors have already taken the strategic decision not to renew the existing lease for the loss-making site at Beckton. Bidco understands that the Xpediator Directors continue to consider various strategic initiatives to improve the financial performance of Braintree (from a Group perspective) which may include the subletting of part or all of the site at Braintree. As part of its review, Bidco will assess any underlying performance issues at Braintree before making any strategic decisions, including in relation to the potential subletting of Braintree.

#### **C. Group overheads**

Bidco does not intend to reduce central overheads headcount but will continue Xpediator management's on-going review of the Xpediator Group's overheads with a view to re-organising and optimising such overheads across the Xpediator Group. Bidco will seek to ensure that the workforce in each of Xpediator's business units is an appropriate size for the business in the context of securing long-term growth and profitability. As part of this assessment, Bidco understands from executive management that no staff undertake public company related roles. To the extent there are any public company related roles being wholly or substantially performed, Bidco may seek to reduce headcount in relation to these roles.

### *Employees and management*

Bidco attaches great importance to the depth of skillset, expertise and experience of the existing management and employees of the Xpediator Group. Bidco anticipates that certain employees of the Xpediator Group will have the opportunity to benefit from potential new opportunities within the Xpediator Group that may arise as a result of the planned growth of Xpediator's core freight forwarding offering.

It is not expected that the Offer will result in any material headcount reduction across the freight forwarding operation. As stated above, the strategic review may result in the disposal or closure of non-core, underperforming or loss-making assets in the logistics operations. The logistics operations currently employ approximately a third of the Xpediator Group's workforce and the Xpediator Group's overall headcount would accordingly reduce as a result of any business disposals or closures, although it would be expected that the relevant employees would transfer with any business which was sold.

Depending on the conclusions reached following the strategic review of Xpediator's UK logistics operations, the underperforming nature of Braintree and Southampton may also result in a reduction in headcount to an appropriate level. Any headcount reduction at Braintree or Southampton is not expected to be material in the context of the wider Xpediator Group but may be material in respect of the UK.

The ongoing review of the Xpediator Group's overheads, as currently being conducted by the Company, will be continued by Bidco and may also result in some non-material headcount reduction, particularly in the United Kingdom. Additionally it is expected that certain corporate and support functions may no longer be required once the Offer for Xpediator has been completed.

The evaluation, preparation, finalisation and implementation of any headcount reductions will be subject to comprehensive planning and engagement with Xpediator's management team as part of Bidco's strategic review and all necessary information and consultation with employees and employee representatives required by applicable local law. It is also possible that any headcount reductions may be reduced by natural attrition in the Xpediator Group employee base. Bidco will also consider, where possible, how individuals in affected roles may potentially be reassigned to other appropriate roles within the Xpediator Group.

It is expected that each of the non-executive Xpediator directors will resign from their office as a director of Xpediator on or shortly after the Effective Date, on terms to be agreed. Richard Myson, Xpediator's Chief Financial Officer, has been asked to stay on with the business, as Chief Financial Officer, on terms to be agreed with him following the Effective Date. It is expected that Justas Veršnickas' will lead the freight forwarding business line across the Xpediator Group following the Effective Date.

Save as set out above, Bidco does not intend to make any material change in the balance of skills and functions of employees and management of Xpediator.

### *Existing employment rights and pensions*

Bidco intends to fully safeguard the existing employment rights of the management and employees of Xpediator, including in relation to pensions, in accordance with applicable law and does not intend to make any material change in the conditions of employment of the management and employees of the Xpediator Group, unless otherwise agreed with the relevant employees. Bidco does not intend to make any changes to the agreed employer contributions into Xpediator's existing defined contribution pension schemes or the admission of new members to such pension schemes following the Effective Date.

#### *Management incentivisation arrangements*

Bidco intends to review the incentive structure of Xpediator following the Effective Date. Save as set out below, Bidco has not entered into, and has not discussed, any form of incentivisation arrangements with, members of the Xpediator management team or other employees, but may put in place incentive arrangements for certain members of Xpediator's management team following the Effective Date.

There have been limited discussions between Bidco and Richard Myson regarding the possibility of Richard re-investing some or all of his proceeds from the Offer into Holdco following the Effective Date. Such discussions have not reached an advanced stage and there is no agreement in principle between the parties.

#### *Headquarters, locations and fixed assets*

BidCo does not intend to relocate the location of Xpediator's headquarters. As part of the review referred to above, following the Effective Date, Bidco will review Xpediator's sites, offices and places of business. Subject to this review, Bidco may relocate certain head office functions and UK back-office support functions to the Baltic region, in line with Bidco's focus to continue to grow its core freight forwarding offering in the CEE region. The re-organisation and optimisation of overheads across the Xpediator Group (as referred to above) may also result in the transfer of certain roles to other existing locations.

Pending the outcome of its strategic review of Xpediator's sites, offices and places of business following the Effective Date, Bidco does not currently have any intentions to redeploy any of Xpediator's fixed assets.

#### *Research and development*

As far as Bidco is aware, Xpediator does not have a material research and development function and, therefore, Bidco has no plans in this regard.

#### *Trading facilities*

Xpediator is currently admitted to trading on AIM. As set out in paragraph 17, it is intended that an application will be made to the London Stock Exchange for the cancellation of the admission to trading of Xpediator Shares on AIM, on the Business Day following the Effective Date.

No statements in this paragraph 9 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

## **10. Loan Note Alternative**

Under the Loan Note Alternative, eligible Scheme Shareholders may elect in respect of all or part of their Scheme Shares to receive Loan Notes in lieu of part or all of the cash consideration to which they would otherwise be entitled under the terms of the Cash Offer. The Loan Note Alternative will be made available on the basis of £1.00 nominal value for every £1.00 of cash to which a Scheme Shareholder would otherwise be entitled. To the extent that any Loan Note Alternative elections cannot be satisfied in full, they will be scaled down on a pro-rata basis. As a result, Scheme Shareholders who make an election under the Loan Note Alternative will not necessarily know the exact number of Loan Notes they will receive until the settlement of the consideration due to them under the Offer.

The eligibility criteria for Scheme Shareholders to be able to elect for the Loan Note Alternative will be set out in the Scheme Document.

### ***Loan Note Alternative Maximum***

The maximum aggregate value of the Loan Notes available to eligible Scheme Shareholders under the Loan Note Alternative will be £27,795,314 (the "**Loan Note Alternative Maximum**"). If elections are validly received from eligible Scheme Shareholders in respect of a number of Scheme Shares that would require the issue of Loan Notes with an aggregate value exceeding the Loan Note Alternative Maximum, such elections will be unable to be satisfied in full. In these circumstances, the number of Scheme Shares each Scheme Shareholder is entitled to exchange for Loan Notes will be reduced on a pro-rata basis, and the balance of the consideration for each Scheme Share will be paid in cash in accordance with the terms of the Cash Offer.

### ***Other information on the Loan Note Alternative***

Unless otherwise determined by Bidco and permitted by applicable law and regulation, the Loan Note Alternative will not be offered, sold or delivered, directly or indirectly, in or into any Restricted Jurisdiction and individual elections for the Loan Note Alternative will only be valid if all regulatory approvals (if any) required by a Scheme Shareholder to acquire the Loan Notes have been obtained.

For the purposes of Rule 24.11 of the Takeover Code, an estimate of the value of the Loan Notes will be provided by Rothschild & Co and included in the Scheme Document.

If the Scheme becomes Effective, Scheme Shareholders who do not validly elect to receive all or part of their consideration by means of the Loan Note Alternative will automatically receive the full amount of the cash consideration for their entire holding of Scheme Shares.

If the Scheme becomes Effective, eligible Scheme Shareholders that validly elect to receive consideration by means of the Loan Note Alternative will receive Loan Notes issued by Midco 1. Such Loan Notes will be issued pursuant to a roll-over mechanism in the Scheme pursuant to which, on or shortly following the Effective Date, such elected number of Scheme Shares will be automatically exchanged for loan notes to be issued by Bidco, which will ultimately be exchanged for the relevant number of Loan Notes to which the eligible Scheme Shareholders are entitled in accordance with the Loan Note Alternative.

### **Summary of Loan Notes**

A summary of the key rights and restrictions attaching to the Loan Notes will be set out in the Scheme Document. As an overview, the Loan Notes will be subject to the following terms and conditions:

- The Loan Notes will be governed by English law and will be issued by Midco 1, credited as fully paid, in amounts and integral multiples of £1.00 and any entitlement that is not a whole multiple of £1.00 will be rounded down to the nearest £1.00 and the balance of the consideration disregarded and not paid. The Loan Notes will constitute direct, unsecured and subordinated obligations of Midco 1.
- The Loan Notes will bear interest payable 12 months in arrears at a rate of 8 per cent. per annum.
- Midco 1 may at any time on prior written notice on or after the date which is one year after the issue of the Loan Notes, redeem some or all of the Loan Notes. The holders of Loan Notes will have the right to elect to be repaid 18.75 per cent. of their outstanding Loan Notes on or before 30 September 2024, with the exact repayment date being subject to the determination of Midco 1. Unless previously redeemed or repaid, the Loan Notes shall mature three years after the issue of the Loan Notes.
- The Loan Notes will not be transferable other than to certain connected persons and trusts of the holders of Loan Notes.
- The rights and obligations of the holders of Loan Notes will be subject in all respects to the provisions of any intercreditor agreement and financing documents entered into for the purposes of refinancing any financial indebtedness of any member of the Bidder Group, including, but not limited to, the ability of Midco 1's subsidiaries to provide funds to Midco 1 to be applied by Midco 1 in satisfaction of any payment obligation in respect of the Loan Notes.
- No application has been made, or will be made, for the Loan Notes to be listed or dealt in on any stock exchange.

### **11. Xpediator Share Plans**

Participants in the Xpediator Share Plans will be contacted regarding the effect of the Offer on their rights under the Xpediator Share Plans. Since all outstanding options that have been granted under the Xpediator Share Plans have an exercise price which is greater than the Cash Value per Scheme Share, no formal proposals will be made to such participants in respect of their options under Rule 15 of the Takeover Code. Further details of the impact of the Offer on those options will be set out in the Scheme Document and in separate letters to be sent to the participants in the Xpediator Share Plans in due course.

## 12. Financing of the Cash Offer

The cash consideration payable to Xpediator Shareholders pursuant to the Cash Offer will be financed by Bidco through a combination of:

- equity investment into Lithuanian Newco to be invested by BaltCap Private Equity Fund III usaldusfond, BPEF III Supplementary Investment Facility usaldusfond and Nuoma IR Kapitalas; and
- the issue of convertible bonds by Holdco to BaltCap Private Equity Fund III usaldusfond and BPEF III Supplementary Investment Facility usaldusfond in an aggregate amount of EUR 16,966,347 (the "**Convertible Bond**").

Rothschild & Co, in its capacity as the financial adviser to Bidco, is satisfied that sufficient resources are available to Bidco to enable it to satisfy in full the cash consideration payable to Xpediator Shareholders under the terms of the Offer.

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

## 13. Deferred Shares

Xpediator has in issue 50,000 Deferred Shares. The Deferred Shares are not listed on any exchange and have limited rights. The Deferred Shares have no right to participate in any dividends declared, made or paid by Xpediator (including, for the avoidance of doubt, the Special Dividend), but have the right to participate on a return of assets in a winding up of Xpediator by a repayment of the capital paid up on such Deferred Share after the rights of all holders of Xpediator Shares have been discharged in full and a sum of £10,000 has been paid in respect of each Xpediator Share. Holders of Deferred Shares have no other rights to participate in the assets of Xpediator.

The Deferred Shares do not confer on their holders any right to receive notice of, attend, or vote at general meetings of Xpediator (unless a resolution to vary or abrogate the rights attaching to the Deferred Shares is being proposed thereat).

Accordingly, the Deferred Shares do not constitute "equity share capital" for the purposes of the Takeover Code and the Deferred Shares will not form part of the Offer and the Scheme and no comparable offer under Rule 14 of the Takeover Code will be made for the Deferred Shares. Bidco and Xpediator intend for the Deferred Shares to be cancelled or transferred to Bidco in accordance with the transfer provisions set out in the Articles on or shortly following the Effective Date.

## 14. Offer-related arrangements and Consortium agreements

### ***Confidentiality Agreement***

On 24 June 2022, BaltCap, Cogels Investments and Xpediator entered into a confidentiality agreement (the "**Confidentiality Agreement**"), pursuant to which each of them has undertaken to keep, and to procure that certain of its connected persons and representatives keep, confidential and safeguard information relating to Xpediator and/or to the Offer, to use such information solely for the agreed purposes in relation to the Offer and not to disclose it to third parties (with certain exceptions). For the avoidance of doubt, the provisions of the Confidentiality Agreement do not



apply to any information which is provided to BaltCap (or any of its connected persons) by Cogels Investments (or any of its connected persons), or vice versa. These confidentiality obligations will remain in force until the earlier of (i) eighteen months from the date of the Confidentiality Agreement (i.e. 24 December 2023); and (ii) the Effective Date.

The Confidentiality Agreement also contains undertakings from each of BaltCap and Cogels Investments that, for a period of twelve months from the date of the Confidentiality Agreement, without the prior written consent of Xpediator, neither of them shall: (i) make or have any contact with any person who is, or during the negotiations becomes, a customer or supplier of Xpediator or one of its group undertakings, unless in the ordinary course of their existing business unconnected with the Offer, provided that such ordinary course discussions do not seek to solicit or entice away certain of Xpediator's suppliers or customers; and (ii) employ, offer to employ, solicit for employment or endeavour to entice away certain of the directors, officers or senior managers of Xpediator or one of its group undertakings.

### ***Co-operation Agreement***

On 5 April 2023, Xpediator, Bidco, Cogels Investments, Nuoma IR Kapitalas, Justas Veršnickas, Baltcap Private Equity Fund III usaldusfond and BPEF III Supplementary Investment Facility usaldusford entered into a co-operation agreement in relation to the Offer (the "**Co-operation Agreement**"). Under the terms of the Co-operation Agreement: (i) Bidco has agreed to use, and each member of the Consortium has agreed to procure that Bidco uses, all reasonable efforts to obtain the clearances required to satisfy certain regulatory and antitrust clearances as soon as is reasonably practicable and in any event in sufficient time to enable the Effective Date to occur by the Long Stop Date; (ii) subject to the Panel's consent, the parties have agreed to implement certain arrangements with respect to a cash award to be made to Xpediator's Chief Financial Officer; and (iii) the parties have agreed to certain provisions if the Offer should switch to be made by way of a Takeover Offer. In addition, Bidco has agreed to (and each member of the Consortium has agreed to procure that Bidco will) provide Xpediator with certain information for the purposes of the Scheme Document and to otherwise assist with the preparation of the Scheme Document.

The Co-operation Agreement shall terminate, amongst other things: (i) if the parties agree in writing; (ii) upon written notice of either party where: (a) a competing offer completes, becomes effective or is declared unconditional; or is recommended by the board of Xpediator Directors; (b) the Scheme and/or the Resolution(s) are not approved at the Meetings; (c) the Court refuses to sanction the Scheme or grant the Court Order at the Court Sanction Hearing; or (d) if the unanimous and unqualified recommendation of Xpediator Directors to Xpediator Shareholders of the Offer is adversely modified, qualified, withdrawn or not given, or if some other "Xpediator Board Recommendation Change" (as defined in the agreement) occurs; (iii) upon written notice served by Bidco to Xpediator stating that: (a) a Condition which has not been waived, is or becomes incapable of satisfaction by the Long Stop Date; or (b) a Condition which is incapable of waiver has become incapable of satisfaction by the Long Stop Date; (iv) the Offer is withdrawn, terminates or lapses in accordance with its terms; or (v) if the Effective Date has not occurred on or before the Long Stop Date (unless otherwise agreed by Bidco and Xpediator in writing).

Pursuant to the terms of the Co-operation Agreement, Bidco undertakes that it will, and each member of the Consortium procures that Bidco will, deliver a notice in writing to Xpediator on the Business Day prior to the Court Sanction Hearing confirming either: (i) the satisfaction or waiver of all Conditions (other than the Scheme Condition); or (ii) that it intends to invoke a Condition (if permitted by the Panel).

Under the terms of the Co-operation Agreement, Justas Veršnickas has, in his capacity as director and shareholder of Delamode Baltics UAB, a subsidiary of the Company, agreed to support and facilitate the payment of a dividend (of not more than €4.2 million) from Delamode Baltics UAB to the Company, in order to create sufficient distributable reserves within the Company to permit the declaration and payment of the Special Dividend. Since Justas Veršnickas is a director and substantial shareholder (as defined by the AIM Rules) of a subsidiary of the Company, and depending on the amount of any payment required, the payment of any resulting dividend from Delamode Baltics UAB to Justas Veršnickas may be deemed to be a related party transaction under the AIM Rules. Accordingly the Directors, having consulted with Zeus Capital, the Company's nominated adviser under the AIM Rules, consider that the terms of this arrangement are fair and reasonable insofar as Xpediator Shareholders are concerned.

### ***Bid Conduct Agreement***

BaltCap UAB, Cogels Investments, Justas Veršnickas and Stephen Blyth each entered into a bid conduct agreement on 11 January 2023 (the "**Bid Conduct Agreement**"), pursuant to which they have agreed certain principles in accordance with which they intend to co-operate on evaluating and implementing the Offer, and the basis on which they intend to hold their interests in Holdco.

Pursuant to the terms of the Bid Conduct Agreement, the Consortium has agreed:

- to co-operate and work together in good faith in considering the Offer;
- not to do anything which might be expected to be prejudicial to the completion of the Offer (or reasonably be expected to have the effect of delaying, disrupting or otherwise causing the Offer to not complete at the earliest practicable time);
- to make all decisions with respect to the Offer through a steering committee, comprising representatives of the Consortium; and
- customary standstill undertakings in relation to themselves and their concert parties.

The Bid Conduct Agreement will expire and terminate upon the earlier of: (i) by unanimous decision of the Consortium in writing; (ii) a shareholders' agreement being executed which has the effect of superseding the Bid Conduct Agreement; (iii) the Offer lapsing or being withdrawn; (iv) a competitive offer becoming effective or unconditional in all respects; (v) certain circumstances in the event that an increased offer is to be made by the Consortium in respect of Xpediator; and (vi) the first anniversary of the date of the Bid Conduct Agreement.

### ***Subscription and Rollover Agreement***

On 5 April 2023, Bidco, BaltCap Private Equity Fund III usaldusfond, BPEF III Supplementary Investment Facility usaldusfond, Cogels Investments and Nuoma IR Kapitalas, amongst other parties, entered into a subscription and rollover agreement (the "**Subscription and Rollover Agreement**").

Pursuant to the Subscription and Rollover Agreement:

- Cogels Investments provides certain undertakings in relation to the 37,260,660 Xpediator Shares it holds and the implementation of the Scheme generally, including to vote in favour of the Resolution(s) at the General Meeting;
- Cogels Investments and Justas Veršnickas provide certain warranties to Baltcap Private Equity Fund III usaldusfond and BPEF III Supplementary Investment Facility usaldusfond;
- Cogels Investments will sell 960,883 Xpediator Shares to Bidco in exchange for £ 403,570.86; and
- Cogels Investments will exchange 36,299,777 Xpediator Shares for 519,229 shares in Holdco pursuant to a roll-over mechanism.

In addition to providing for the rollover of the Xpediator Shares held by Cogels Investments, the Subscription and Rollover Agreement also details, amongst other things, the following equity subscriptions:

- BaltCap Private Equity Fund III usaldusfonda and BPEF III Supplementary Investment Facility usaldusfond for in aggregate 715,674 ordinary shares in Lithuanian Newco;
- Nuoma IR Kapitalas for 120,189 ordinary shares in Lithuanian Newco;
- Lithuanian Newco for 662,914 ordinary shares in Holdco;
- Holdco for 198,444 ordinary shares in Midco 1;
- Midco 1 for 198,444 ordinary shares in Midco 2; and
- Midco 2 for 198,444 ordinary shares in Bidco.

### **15. Structure of the Offer and the Scheme process**

It is intended that the Offer will be implemented by means of a Court-approved scheme of arrangement between Xpediator and Scheme Shareholders under Part 26 of the Companies Act. Bidco reserves the right to elect to implement the Offer by way of a Takeover Offer (with the consent of the Panel and, where required by the terms of the Co-operation Agreement, the consent of the Xpediator Directors).

The purpose of the Scheme is to provide (alongside the Subscription and Rollover Agreement referred to above) for Bidco to become the holder of the entire issued and to be issued ordinary share capital of Xpediator. This is to be achieved by the transfer of the Scheme Shares to Bidco, in consideration for which the Xpediator Shareholders will receive the cash consideration (on the basis

set out in paragraph 2 of this Announcement) and/or, if applicable, the Loan Notes pursuant to the Loan Note Alternative (on the basis set out in paragraph 10 of this Announcement).

The Offer will be put to those Scheme Shareholders entitled to vote at the Court Meeting and to Xpediator Shareholders at the General Meeting. In order to become Effective, the Scheme must be approved by a majority in number of the Scheme Shareholders voting at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares voted. In addition, the Resolution(s) must be approved by the requisite majority or majorities of Xpediator Shareholders at the General Meeting. The General Meeting will be held immediately after the Court Meeting.

The Xpediator Shares owned or controlled by Cogels Investments (being 37,260,660 Xpediator Shares as at the Latest Practicable Date), will not be Scheme Shares and will not be acquired by Bidco pursuant to the Offer. Upon the Offer becoming Effective, Cogels Investments will (i) indirectly contribute 36,299,777 Xpediator Shares owned or controlled by it (representing approximately 25.62 per cent. of Xpediator's issued share capital on the Latest Practicable Date) to Bidco and (ii) sell 960,883 Xpediator Shares owned or controlled by it (representing approximately 0.68 per cent. of Xpediator's issued share capital on the Latest Practicable Date) to Bidco in exchange for cash at the same price per Xpediator Share as the Cash Offer. Cogels Investments and the Blyth Family Members will not be permitted to vote the Xpediator Shares owned or controlled by them at the Court Meeting, but will be permitted to vote such Xpediator Shares at the General Meeting. Notwithstanding the fact that the Blyth Family Members will not be permitted to vote their Xpediator Shares at the Court Meeting, each of the Blyth Family Members have undertaken for their Xpediator Shares to be bound by the terms of the Scheme.

The Scheme will also be subject to the Conditions and further terms set out in Appendix 1 to this Announcement and to be set out in the Scheme Document.

Once the necessary approvals from Xpediator Shareholders have been obtained and the other Conditions have been satisfied or (where applicable) waived, the Scheme must be sanctioned by the Court. The Scheme will only become Effective upon delivery of the Court Order to the Registrar of Companies for registration.

The Offer will lapse if, amongst other things:

- the Court Meeting and the General Meeting are not held by the 22nd day after the expected date of such Meetings as set out in the Scheme Document (or such later date as may be agreed between Bidco and Xpediator, with the consent of the Panel and as the Court may approve, if such approval is required); or
- the Scheme does not become Effective by the Long Stop Date (or such later date as may be agreed between Bidco and Xpediator, with the consent of the Panel and as the Court may approve, if such approval is required).

Upon the Scheme becoming Effective, it will be binding on all Xpediator Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and if they attended and voted, whether or not they voted in favour). The consideration payable under the

Offer will be despatched by (or on behalf of) Bidco to Scheme Shareholders no later than 14 days after the Effective Date.

Any Xpediator Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolution(s) to be proposed at the General Meeting will, amongst other matters, provide that the Articles be amended to incorporate provisions requiring any Xpediator 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 Scheme (other than terms as to timings and formalities), in exchange for the same cash consideration (excluding the Special Dividend) as is due under the Scheme. These provisions of the articles of association (as amended) will avoid any person (other than Bidco and/or its nominees) holding Xpediator Shares after the Effective Date.

The Scheme Document will include full details of the Scheme, together with notices of the Court Meeting and the General Meeting and the expected timetable for the implementation of the Scheme, and will specify the action to be taken by Scheme Shareholders. The Scheme Document, together with accompanying Forms of Proxy, are expected to be published and sent to Xpediator Shareholders within 28 days of the date of this Announcement (unless the Panel agrees otherwise).

Subject to, amongst other things, the satisfaction (or, where applicable, waiver) of the Conditions, it is expected that the Scheme will become Effective in the third quarter of 2023.

The Scheme will be subject to English law and the jurisdiction of the Court, and to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange (including the AIM Rules), the Financial Conduct Authority and the Registrar of Companies.

#### **16. Conditions to the Offer**

The Offer will be subject to the Conditions, including antitrust and foreign direct investment approvals as referred to in paragraphs 3 to 6 of the Conditions, and the further terms, each as set out in Appendix 1 to this Announcement and to be set out in the Scheme Document.

#### **17. Cancellation of admission to trading on AIM and re-registration of Xpediator**

Prior to the Scheme becoming Effective, it is intended that an application will be made to the London Stock Exchange to cancel the trading of Xpediator Shares on AIM, with effect from shortly following the Effective Date. The last day of dealings in, and registration of transfers of, Xpediator Shares on AIM is expected to be the Business Day immediately prior to the Effective Date and no transfers will be registered after 6:00 p.m. (London time) on that date.

On the Effective Date, share certificates in respect of Xpediator Shares will cease to be valid and entitlements to Xpediator Shares held within the CREST system will be cancelled.

It is also proposed that, following the Effective Date and after the admission to trading of the Xpediator Shares on AIM has been cancelled, Xpediator will be re-registered as a private limited company under the relevant provisions of the Companies Act.

#### **18. Dividends**

In connection with the Offer, Xpediator and Bidco have agreed that, in each case subject to compliance with applicable laws, the Xpediator Directors should declare, and that Xpediator should pay, the Special Dividend in connection with the Offer, without such dividend otherwise impacting on the consideration payable under the Offer. The Special Dividend is conditional upon the Scheme becoming Effective (or, if the Offer is implemented by way of a Takeover Offer, the Takeover Offer becoming or being declared unconditional in all respects). Xpediator Shareholders on the register of members at the Scheme Record Time (or, if the Offer is implemented by way of a Takeover Offer, the date on which the Takeover Offer is declared unconditional in all respects) shall be entitled to receive the Special Dividend. If the Scheme becomes Effective (or, if the Takeover Offer becomes or is declared unconditional), the Special Dividend will be paid not more than 14 days after the Effective Date.

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 Xpediator Shares (other than, or in excess of, the Special Dividend), Bidco reserves the right to reduce the consideration payable under the terms of the Offer for the Xpediator Shares by an amount up to the amount of such dividend, distribution and/or return of capital (or excess, as applicable), excluding any amount in respect of the Excluded Shares, in which case the relevant eligible Xpediator Shareholders will be entitled to receive and retain such dividend and/or distribution and/or return of capital. If Bidco exercises its rights described above, any reference in this Announcement to the consideration payable under the terms of the Offer will 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.

Under the terms of the Co-operation Agreement, Justas Veršnickas has, in his capacity as director and shareholder of Delamode Baltics UAB, a subsidiary of the Company, agreed to support and facilitate the payment of a dividend (of not more than €4.2 million) from Delamode Baltics UAB to the Company, in order to create sufficient distributable reserves within the Company to permit the declaration and payment of the Special Dividend. Since Justas Veršnickas is a director and substantial shareholder (as defined by the AIM Rules) of a subsidiary of the Company, and depending on the amount of any payment required, the payment of any resulting dividend from Delamode Baltics UAB to Justas Veršnickas may be deemed to be a related party transaction under the AIM Rules. Accordingly the Directors, having consulted with Zeus Capital, the Company's nominated adviser under the AIM Rules, consider that the terms of this arrangement are fair and reasonable insofar as Xpediator Shareholders are concerned.

## **19. Disclosure of Interests in Xpediator**

The Consortium made an Opening Position Disclosure, setting out the details required to be disclosed by it under Rule 8 of the Takeover Code, on 5 January 2023.

As at the Latest Practicable Date, persons acting in concert with Bidco owned 37,812,268 Xpediator Shares (representing approximately 26.69 per cent. of Xpediator's issued share capital on such date), as further detailed below:

<b>Name</b>	<b>Number of Xpediator Shares</b>	<b>Percentage of Xpediator existing issued share capital on the Latest Practicable Date</b>
Cogels Investments	37,260,660	26.30
Lucia Blyth	104,077	0.07
Claudia Blyth	104,077	0.07
Olivia Blyth	104,077	0.07
Emilia Blyth	104,077	0.07
George Blyth	104,077	0.07
Frances Lee	31,223	0.02
<b>Total</b>	<b>37,812,268</b>	<b>26.69</b>

As at the close of business on the Latest Practicable Date, save for the (a) irrevocable undertakings referred to in paragraph 5 of this Announcement and (b) the interests referred to above in this paragraph 19 of this Announcement (in relation to the Xpediator Shares held by persons acting in concert with Bidco), neither Bidco, nor any of its directors, nor, so far as Bidco is aware, any person acting in concert (within the meaning of the Takeover Code) with it had:

- (i) any interest in or right to subscribe for any relevant securities of Xpediator; nor
- (ii) any short positions in respect of relevant Xpediator Shares (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; nor
- (iii) borrowed or lent any relevant Xpediator Shares (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code), save for any borrowed shares which had been either on-lent or sold; nor
- (iv) entered into any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code.

An “interest in” securities for these purposes arises, in summary, when a person has long economic exposure, whether absolute or conditional, to changes in the price of securities (and a person who only has a short position in securities is not treated as interested in those securities). In particular, a person will be treated as having an ‘interest’ by virtue of the ownership, voting rights or control of securities, or by virtue of any agreement to purchase, option in respect of, or derivative referenced to securities.

## **20. General**

The Offer will be made subject to the Conditions and further terms set out in Appendix 1 to this Announcement and to be set out in the Scheme Document. The bases and sources of certain financial information contained in this Announcement are set out in Appendix 2 to this Announcement. A summary of the irrevocable undertakings given in relation to the Offer is contained in Appendix 3 to this Announcement. Certain terms used in this Announcement are defined in Appendix 4 to this Announcement.

Rothschild & Co and Zeus Capital 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.

## **21. Documents available on website**

Copies of the following documents will be made available on BaltCap's and/or Xpediator's websites, at <https://www.baltcap.com/offer-for-xpediator-plc/> and <https://www.xpediator.com/offer-for-xpediator-plc/> respectively, until the end of the Offer Period:

- a copy of this Announcement;
- the irrevocable undertakings referred to in paragraph 5 above and summarised in Appendix 3 to this Announcement;
- the Convertible Bond referred to in paragraph 12 above;
- the Bid Conduct Agreement referred to in paragraph 14 above;
- the Subscription and Rollover Agreement referred to in paragraph 14 above;
- the Confidentiality Agreement referred to in paragraph 14 above;
- the Co-operation Agreement referred to in paragraph 14 above; and
- the consent letters in respect of the consents referred to in paragraph 20 above.

### **Enquiries:**

#### **Bidco**

Šarūnas Alekna

Stephen Blyth

Tel: +370 5254 6713

#### **Rothschild & Co**

##### **(Financial adviser to Bidco)**

Stuart Vincent

Harry O'Connor

Tel: +44 (0)20 7280 5000

#### **Xpediator**

Gillian Wilmot CBE, Interim Chairman

Mike Stone, Interim CEO

Richard Myson, CFO

Tel: +44 (0)330 043 2395



**Zeus Capital****(Financial adviser, Nominated Adviser and corporate broker to Xpediator)**

David Foreman

Jamie Peel

James Hornigold

Tel: +44 (0)20 3829 5000

**Novella Communications****(Financial Public Relations to Xpediator)**

Tim Robertson

Safia Colebrook

Tel: +44 (0)20 3151 7008

Travers Smith LLP is providing legal advice to BaltCap and Bidco. Addleshaw Goddard LLP is providing legal advice to Xpediator.

**Important notices**

*Rothschild & Co, which is authorised and regulated in the United Kingdom by the FCA, is acting as financial adviser to Bidco and for no one else in connection with the subject matter of this Announcement and will not be responsible to anyone other than Bidco for providing the protections afforded to its clients or for providing advice in relation to the subject matter of this Announcement, the contents of this Announcement or any other matters referred to in this Announcement. 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, the Offer or otherwise. No representation or warranty, express or implied, is made by Rothschild & Co as to the contents of this Announcement.*

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

**Further information**

*This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, an offer to sell or an invitation to purchase any securities or a solicitation of an offer to buy, otherwise acquire, subscribe for, sell or otherwise dispose of any securities pursuant to the Offer or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange is unlawful. The Offer will be made solely by means of the Scheme Document, or any document by which the Offer is made, which document will contain the full terms and conditions of the Offer, including details of how to vote in respect of the Scheme.*

*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, accountant or from an independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended).*

*Xpediator will prepare the Scheme Document to be distributed to Xpediator Shareholders at no cost to them. Xpediator and Bidco urge Xpediator Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Offer. Any vote or*

*other decision in respect of, or other response to, the Offer, should be made only on the basis of information contained in the Scheme Document or any other document by which the Offer is made.*

### **Overseas jurisdictions**

*The release, publication or distribution of this Announcement in jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Announcement comes should inform themselves about and observe such restrictions. Further details in relation to Overseas Shareholders will be contained in the Scheme Document. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.*

*Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Offer will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any means 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 all documents relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Offer (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.*

*The availability of the Offer to Scheme Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.*

*This Announcement has been prepared in connection with proposals in relation to a scheme of arrangement pursuant to and for the purpose of complying with English law and the Takeover Code and 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 England. Nothing in this Announcement should be relied on for any other purpose.*

*The Scheme will be subject to English law and the jurisdiction of the Court, and to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange (including the AIM Rules), the Financial Conduct Authority and the Registrar of Companies.*

### **Additional information for US investors**

*Xpediator Shareholders in the United States should note that the Offer relates to the securities of a UK company and is proposed to be effected by means of a scheme of arrangement under English law. This Announcement, the Scheme Document and certain other documents relating to the Offer have been or will be prepared in accordance with English law, the Takeover Code and UK disclosure requirements, format and style, all of which differ from those in the United States. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Offer is subject to the disclosure requirements of and practices applicable in the United Kingdom to schemes of arrangement, which differ from the disclosure requirements of the United States tender offer and proxy solicitation rules. If, in the future, Bidco exercises the right to implement the Offer by way of a Takeover Offer and determines to extend the offer into the United States, the Offer will be made in compliance with*

*applicable United States laws and regulations, including any applicable exemptions under the US Securities Act or US Exchange Act.*

*The Loan Notes have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States except pursuant to an exemption from the registration requirements of the US Securities Act. There will be no public offer of Loan Notes in the United States. Accordingly, the Loan Note Alternative is not being offered, and will not be offered, directly or indirectly in or into, or by use of the mails of, or by any means or instrumentality of interstate or foreign commerce of or of any facilities of a national securities exchange of, the United States. This includes, but is not limited to, facsimile transmission, electronic mail, telex, telephone, the internet and other forms of electronic communication. The Loan Note Alternative may not be applied to by any such use, means, instrumentality or facility from or within the United States or by persons located or resident in the United States. Accordingly, materials allowing for the Loan Note Alternative are not being, and must not be, directly or indirectly mailed or otherwise published, transmitted, distributed or forwarded (including, without limitation, by custodians, nominees or trustees) in or into the United States or to any US persons or any persons located or resident in the United States. Any purported applicability of the Loan Note Alternative resulting directly or indirectly from a violation of these restrictions will be invalid and any purported applicability of the Loan Note Alternative made by a person located in the United States or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within the United States will be invalid and will not be accepted.*

*Each person electing to receive the Loan Note Alternative will represent that it is not a US person, it is not located in the United States and it is not participating in the Offer from the United States or acting on a non-discretionary basis for a principal that is not a US person, it is located outside the United States and that it is not giving an order to participate in the Loan Note Alternative from the United States. For the purposes of this and the above paragraph, "United States" means United States of America, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any state of the United States of America and the District of Columbia.*

*Xpediator's financial statements, and all financial information that is included in this Announcement or that may be included in the Scheme Document, or any other documents relating to the Offer, have been or will be prepared in accordance with International Financial Reporting Standards and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.*

*The receipt of cash pursuant to the Offer by a US holder as consideration for the transfer of its Scheme Shares pursuant to the Scheme will likely be a taxable transaction for United States federal income tax purposes and under applicable United States state and local, as well as foreign and other, tax laws. Each Xpediator Shareholder is urged to consult his independent professional adviser immediately regarding the tax consequences of the Offer applicable to him.*

*It may be difficult for US holders to enforce their rights and claims arising out of the US federal securities laws, since Bidco and Xpediator are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US holders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of 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.*

*In accordance with normal UK practice and consistent with Rule 14e-5(b) of the US Exchange Act, Bidco, certain affiliated companies and their nominees or brokers (acting as agents) may make*

certain purchases of, or arrangements to purchase, shares in Xpediator outside of the US, other than pursuant to the Offer, until the date on which the Scheme and/or the Takeover Offer becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases or arrangements to purchase will be disclosed as required in the United Kingdom, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com).

### **Forward-looking statements**

This Announcement (including information incorporated by reference in this Announcement) and other information published by Bidco, BaltCap, any member of the Consortium or Xpediator contain statements about Bidco, BaltCap, any member of the Consortium and Xpediator that are or may be deemed to be forward looking statements. All statements other than statements of historical facts included in this Announcement may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "anticipates", "estimates", "projects" or words or terms of similar substance or the negative thereof, are forward looking statements. 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 or Xpediator's operations and potential synergies resulting from the Offer; and (iii) the effects of government regulation on Bidco's or Xpediator's business.

These forward-looking statements are not guarantees of future performance. Such forward-looking statements involve known and unknown risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any 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 exchange rates, and the outcome of any litigation. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date of this Announcement. All subsequent forward-looking statements attributable to Bidco, BaltCap, any member of the Consortium or Xpediator or any of their respective members, directors, officers or employees or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Bidco, BaltCap, any member of the Consortium and Xpediator disclaim any obligation to update any forward-looking or other statements contained in this Announcement, except as required by applicable law.

### **No profit forecasts or estimates**

Except where indicated, no statement in this Announcement is intended as a profit forecast or estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Xpediator for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Xpediator.

## **Disclosure requirements of the Takeover Code**

*Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company; and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

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

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

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

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

## **Right to switch to a Takeover Offer**

*Bidco reserves the right to elect, with the consent of the Panel, and subject to the terms of the Co-operation Agreement, to implement the Offer by way of a Takeover Offer for the entire issued and to be issued ordinary share capital of Xpediator as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on the same terms or, if Bidco so decides, on such other terms being no less favourable (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in Appendix 1 to this Announcement.*

**Publication on website**

A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 of the Takeover Code will be available, free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions on BaltCap's website at <https://www.baltcap.com/offer-for-xpediator-plc/> and Xpediator's website at <https://www.xpediator.com/offer-for-xpediator-plc/> by no later than 12:00 p.m. on the Business Day following publication of this Announcement.

For the avoidance of doubt, the contents of these websites and any websites accessible from hyperlinks on these websites are not incorporated into and do not form part of this Announcement.

**Information relating to Xpediator Shareholders**

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

**Right to receive documents in hard copy form**

In accordance with Rule 30.3 of the Takeover Code, Xpediator Shareholders, persons with information rights and participants in the Xpediator Share Plans may request a hard copy of this Announcement, free of charge, by contacting Xpediator's registrars, Share Registrars Limited, by: (i) submitting a request in writing to Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey, GU9 7XX, United Kingdom; or (ii) calling +44 (0) 1252 821390. 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. Phone lines are open between 9:00 a.m. and 5:00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Share Registrars cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Such persons may also request that all future documents, announcements and information in relation to the Offer are sent to them in hard copy form. For persons who receive a copy of this Announcement in electronic form, a hard copy of this Announcement will not be sent unless so requested.

**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.

## APPENDIX 1 CONDITIONS AND FURTHER TERMS OF THE OFFER

### PART A: CONDITIONS TO THE SCHEME AND THE OFFER

#### Long Stop Date

1. The Offer will be conditional upon the Scheme becoming unconditional and being Effective, subject to the provisions of the Takeover Code, by no later than 11:59 p.m. on the Long Stop Date.

#### Scheme approval

2. The Scheme will be conditional upon:
  - (a)
    - (i) its approval by a majority in number of the Scheme Shareholders who are present and vote (and are entitled to vote), either in person or by proxy, at the Court Meeting (or at any adjournment of that Meeting) and who represent at least 75 per cent. in value of the Scheme Shares voted by those Scheme Shareholders; and
    - (ii) such Court Meeting being held on or before the 22nd day after the expected date of such Meeting as set out in the Scheme Document (or such later date as may be agreed by Bidco and Xpediator, with the consent of the Panel, and (if required) the Court may allow);
  - (b)
    - (i) the Resolution(s) being duly passed by the requisite majority or majorities of Xpediator Shareholders at the General Meeting (or any adjournment of that Meeting); and
    - (ii) such General Meeting being held on or before the 22nd day after the expected date of such Meeting as set out in the Scheme Document (or such later date as may be agreed by Bidco and Xpediator, with the consent of the Panel, and (if required) the Court may allow); and
  - (c) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Xpediator and Bidco) and the delivery of a copy of the Court Order to the Registrar of Companies.

#### General Offer Conditions

In addition, subject as stated in Part B below and to the requirements of the Panel, the Offer will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective (including delivery of the Court Order to the Registrar of Companies) will not be

taken unless such Conditions (as amended if appropriate) have been satisfied and continue to be satisfied or, where relevant, waived:

### **Antitrust and regulatory clearances**

3. to the extent the Offer constitutes a concentration requiring merger control clearance in Lithuania, the earlier of:
  - (a) the competition authority of Lithuania having notified Bidco that it has decided not to initiate a Phase II Investigation in respect of the Offer and having made a decision on the basis of which the Offer can be implemented without any conditions or limitations, or with conditions or limitations that are satisfactory to Bidco, acting reasonably;
  - (b) having carried out a Phase II Investigation, the competition authority of Lithuania having notified Bidco that it has taken a decision on the basis of which the Offer can be implemented without any conditions or limitations, or with conditions or limitations that are satisfactory to Bidco, acting reasonably; or
  - (c) lapse of the applicable statutory period upon which the permission to implement the Offer without any conditions or limitations (or with conditions or limitations that are satisfactory to Bidco, acting reasonably) is deemed issued;
4. to the extent the Offer constitutes a concentration requiring merger control clearance in Latvia, the earlier of:
  - (a) the competition authority of Latvia having notified Bidco that it has decided not to initiate a Phase II Investigation in respect of the Offer and having made a decision on the basis of which the Offer can be implemented without any conditions or limitations, or with conditions or limitations that are satisfactory to Bidco, acting reasonably;
  - (b) having carried out a Phase II Investigation, the competition authority of Latvia having notified Bidco that it has taken a decision on the basis of which the Offer can be implemented without any conditions or limitations, or with conditions or limitations that are satisfactory to Bidco, acting reasonably; or
  - (c) lapse of the applicable statutory period upon which the permission to implement the Offer without any conditions or limitations (or with conditions or limitations that are satisfactory to Bidco, acting reasonably) is deemed issued;
5. to the extent the Offer constitutes a concentration requiring merger control clearance in Estonia, the earlier of:



- (a) the competition authority of Estonia having notified Bidco that it has decided not to initiate a Phase II Investigation in respect of the Offer and having made a decision on the basis of which the Offer can be implemented without any conditions or limitations, or with conditions or limitations that are satisfactory to Bidco, acting reasonably;
  - (b) having carried out a Phase II Investigation, the competition authority of Estonia having notified Bidco that it has taken a decision on the basis of which the Offer can be implemented without any conditions or limitations, or with conditions or limitations that are satisfactory to Bidco, acting reasonably; or
  - (c) lapse of the applicable statutory period upon which the permission to implement the Offer without any conditions or limitations (or with conditions or limitations that are satisfactory to Bidco, acting reasonably) is deemed issued;
6. to the extent the Offer requires mandatory notification to and clearance from the FDI Authority, the FDI Authority having notified Bidco of its determination that the Offer can be implemented without any conditions or limitations, or with conditions or limitations that are satisfactory to Bidco, acting reasonably;

#### **Notifications, waiting periods and Authorisations**

7. all notifications, filings or applications which are necessary or reasonably considered appropriate by Bidco having been made in connection with the Offer and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory and regulatory obligations in any jurisdiction having been complied with in each case in respect of the Offer and its implementation and all Authorisations reasonably necessary or appropriate for or in respect of the Offer and, except pursuant to Chapter 3 of Part 28 of the Companies Act, the acquisition of any shares or other securities in, or control or management of, Xpediator or any other member of the Wider Xpediator 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 (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider Xpediator Group has entered into contractual arrangements and all such Authorisations necessary or reasonably considered appropriate by Bidco to carry on the business of any member of the Wider Xpediator Group in any jurisdiction which is material in the context of the Wider Xpediator Group having been obtained and all such Authorisations remaining in full force and effect at the time at which the Offer becomes otherwise unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

#### **General antitrust and regulatory clearances**

8. other than in relation to the matters referred to in Conditions 3 to 6 (inclusive), no antitrust regulator or 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 required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice or having taken any other steps (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which in each case would or might reasonably be expected to:

- (a) require, prevent or delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Wider Bidco Group or by any member of the Wider Xpediator Group of all or any part of their respective businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their respective businesses (or any part thereof) or to own, control or manage any of their respective assets or properties (or any part thereof) which, in any such case, is material in the context of the Wider Bidder Group or the Wider Xpediator Group each taken as a whole;
- (b) except pursuant to Chapter 3 of Part 28 of the Companies Act, require any member of the Wider Bidco Group or the Wider Xpediator Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Xpediator Group (other than in the implementation of the Offer);
- (c) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Bidco Group directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares, loans or securities convertible into shares or any or other securities in Xpediator or on the ability of any member of the Wider Xpediator Group or any member of the Wider Bidco Group directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares, loans or securities convertible into shares or any other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider Xpediator Group;
- (d) otherwise adversely affect any or all of the business, assets, profits or prospects of any member of the Wider Xpediator Group or any member of the Wider Bidco Group to an extent which is material in the context of the Wider Bidder Group or the Wider Xpediator Group each taken as a whole;
- (e) result in any member of the Wider Xpediator Group or any member of the Wider Bidco Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (f) make the Offer, its implementation or the acquisition of any shares or other securities in, or control or management of, Xpediator by any member of the Wider Bidco Group void, unenforceable and/or illegal under the laws of any

relevant jurisdiction, or otherwise, directly or indirectly prevent, prohibit, restrict, restrain, delay or otherwise interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise challenge, impede, interfere or require material amendment of the Offer or the acquisition of any shares or other securities in, or control or management of, Xpediator by any member of the Wider Bidco Group;

- (g) require, prevent or materially delay a divestiture by any member of the Wider Bidco Group of any shares or other securities (or the equivalent) in any member of the Wider Xpediator Group or any member of the Wider Bidco Group; or
- (h) impose any limitation on the ability of any member of the Wider Bidco Group or any member of the Wider Xpediator Group to conduct, integrate or coordinate all or any part of its business with all or any part of the business of any other member of the Wider Bidco Group and/or the Wider Xpediator Group to an extent which is material in the context of the Wider Bidder Group or the Wider Xpediator Group each taken as a whole or in the context of the Offer,

and all applicable waiting and other time periods (including any extensions thereof) during which any such antitrust regulator or Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Offer or the acquisition of any Xpediator Shares having expired, lapsed or been terminated;

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

- 9. except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Xpediator Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or subject to or any event or circumstance which, as a consequence of the Offer or the proposed acquisition or the acquisition by any member of the Wider Bidco Group of any shares or other securities (or the equivalent) in Xpediator or because of a change in the control or management of any member of the Wider Xpediator Group or otherwise, would or might reasonably be expected to result in any of the following to an extent which is material in the context of the Wider Xpediator Group, or the Wider Bidder Group, in either case taken as a whole, or in the context of the Offer:

- (a) any monies borrowed by, or any other indebtedness or liabilities, actual or contingent, of, or any grant available to, any member of the Wider Xpediator Group being or becoming repayable, or capable of being declared repayable, immediately or before its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;

- (b) save in the ordinary course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Xpediator Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
- (c) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being or becoming capable of being terminated or adversely modified or the rights, liabilities, obligations or interests of any member of the Wider Xpediator Group being terminated or adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
- (d) any member of the Wider Xpediator Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (e) the value of, or the financial or trading position or prospects of, any member of the Wider Xpediator Group being prejudiced or adversely affected; or
- (f) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Xpediator Group, other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Offer,

and, save as Disclosed, no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Xpediator Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in Conditions 9(a) to (f), which in each case is material in the context of the Wider Xpediator Group, or the Wider Bidder Group, in either case taken as a whole, or in the context of the Offer;

#### **Certain events occurring since 31 December 2021**

- 10. except as Disclosed, no member of the Wider Xpediator Group having since 31 December 2021:
  - (a) issued or agreed to issue or authorised or proposed the issue, of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Xpediator Shares out of treasury (except, where relevant, as between Xpediator and wholly-owned subsidiaries of Xpediator or between the wholly-owned subsidiaries of Xpediator and except for the issue or transfer out of treasury of Xpediator Shares on the exercise of employee share options or vesting of employee share awards under the Xpediator Share Plans);

- (b) except for the Special Dividend, recommended, declared, paid or made any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of Xpediator to Xpediator or any of its wholly-owned subsidiaries;
- (c) other than pursuant to the Offer (and except for transactions between the Wider Xpediator Group and its wholly-owned subsidiaries and transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or offer or disposal of assets or shares or loan capital (or the equivalent thereof) in each case, to the extent which is material in the context of the Wider Xpediator Group taken as a whole;
- (d) except for transactions between the Wider Xpediator Group and its wholly-owned subsidiaries and except for transactions in the ordinary course of business, disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so, in each case, to the extent which is material in the context of the Wider Xpediator Group taken as a whole;
- (e) (except for transactions between the Wider Xpediator Group and its wholly-owned subsidiaries) issued, authorised or proposed or announced an intention to authorise or propose, the issue of or made any change in or to the terms of any debentures or, save in the ordinary course of business, become subject to any contingent liability or incurred or increased any indebtedness;
- (f) other than in the ordinary course of business, entered into or varied or authorised, proposed or announced its intention, to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could involve an obligation of a nature or magnitude which is material in the context of the Wider Xpediator Group taken as a whole;
- (g) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement or, except for salary increases, bonuses or variations of terms in the ordinary course, senior executive of any member of the Wider Xpediator Group;
- (h) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Xpediator Group

in each case, to the extent which is material in the context of the Wider Xpediator Group taken as a whole;

- (i) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph (a) 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 Xpediator Group taken as a whole;
- (j) except in the ordinary course of business, waived, compromised or settled any claim, which is material in the context of the Wider Xpediator Group taken as a whole;
- (k) terminated or varied the terms of any agreement or arrangement between any member of the Wider Xpediator Group and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position of the Wider Xpediator Group taken as a whole;
- (l) save as envisaged in accordance with the terms of the Scheme or otherwise in connection with the Offer, made any alteration to its memorandum or articles of association or other incorporation documents;
- (m) except in relation to changes made or agreed as a result of, or arising from, changes to legislation, made or agreed or consented to any change to:
  - (i) the terms of the trust deeds and rules constituting the pension scheme(s) established by any member of the Wider Xpediator Group for its directors, employees or their dependants;
  - (ii) the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable, thereunder;
  - (iii) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (iv) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued, made, agreed or consented to,

in each case, to the extent which is material in the context of the Wider Xpediator Group taken as a whole;

- (n) 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;

- (o) (other than in respect of a member which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous or equivalent steps or 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 Xpediator Group taken as a whole;
- (p) (except for transactions between the Wider Xpediator Group and its wholly-owned subsidiaries), made, authorised, 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 Xpediator Group taken as a whole;
- (q) taken (or agreed or proposed to take) any action which requires or would require, the consent of the Panel or the approval of Xpediator Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; or
- (r) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 10;

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

**11.** except as Disclosed, since 31 December 2021 there having been:

- (a) no adverse change and no circumstance having arisen which would or might reasonably be expected to result in any adverse change in, the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Xpediator Group which, in any such case, is material in the context of the Wider Xpediator Group taken as a whole or is material in the context of the Offer;
- (b) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of, any member of the Wider Xpediator Group or to which any member of the Wider Xpediator Group is or may become a party (whether as claimant, defendant or otherwise), in each case which is or might reasonably be expected to be material in the context of the

Wider Xpediator Group taken as a whole or is material in the context of the Offer;

- (c) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Xpediator Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider Xpediator Group, in each case which is or might reasonably be expected to be material in the context of the Wider Xpediator Group taken as a whole or is material in the context of the Offer;
- (d) no contingent or other liability having arisen or become apparent to Bidco or increased which has had or might reasonably be expected to affect adversely the business, assets, financial or trading position or profits or prospects of any member of the Wider Xpediator Group to an extent which is material in the context of the Wider Xpediator Group taken as a whole or is material in the context of the Offer;
- (e) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Xpediator Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which might reasonably be expected to have a material adverse effect on the Wider Xpediator Group taken as a whole or is material in the context of the Offer; and
- (f) no member of the Wider Xpediator Group having conducted its business in breach of any applicable laws and regulations, and which is material in the context of the Wider Xpediator Group as a whole or material in the context of the Offer;

**No discovery of certain matters regarding information, liabilities and environmental issues**

**12.** except as Disclosed, Bidco not having discovered that:

- (a) any financial, business or other information concerning the Wider Xpediator Group publicly announced or disclosed before the date of the Announcement by or on behalf of any member of the Wider Xpediator Group is materially misleading, contains a material misrepresentation of any 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 publicly, in each case, to the extent which is material in the context of the Wider Xpediator Group taken as a whole;
- (b) any member of the Wider Xpediator Group or any partnership, company or other entity in which any member of the Wider Xpediator Group has a



significant economic interest and which is not a subsidiary undertaking of Xpediator is subject to any liability, contingent or otherwise which is material in the context of the Wider Xpediator Group taken as a whole or material in the context of the Offer;

- (c) any past or present member of the Wider Xpediator Group has not complied with all applicable legislation, regulations or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human or animal health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Xpediator Group, in each case to an extent which is material in the context of the Wider Xpediator Group taken as a whole or material in the context of the Offer;
- (d) there has been a disposal, discharge, spillage, accumulation, release, leak, emission or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or any substance likely to impair the environment (including any property) or harm human or animal health which (whether or not giving rise to non-compliance with any law or regulation), would be likely to give rise to any material liability (whether actual or contingent) on the part of any member of the Wider Xpediator Group, in each case to an extent which is material in the context of the Wider Xpediator Group taken as a whole or material in the context of the Offer;
- (e) there is or is reasonably likely to be any obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Xpediator Group (or on its behalf), or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto and which is material in the context of the Wider Xpediator Group taken as a whole or material in the context of the Acquisition; or
- (f) circumstances exist (whether as a result of making the Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider Xpediator Group would be likely to be required to institute), an environmental audit or take any steps which would in any such case be reasonably likely to result in any actual or contingent

liability to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property of any description or any asset now or previously owned, occupied or made use of by any past or present member of the Wider Xpediator Group (or on its behalf) or by any person for which a member of the Wider Xpediator 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 Xpediator Group taken as a whole or material in the context of the Offer;

### **Anti-corruption, sanctions and criminal property**

13. except as Disclosed, Bidco not having discovered:

- (a) (i) any past or present member, director, officer or employee of the Wider Xpediator Group is or has at any time engaged in any activity, practice or conduct would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other anti-corruption legislation applicable to the Wider Xpediator Group; or (ii) any person that performs or has performed services for or on behalf of the Wider Xpediator 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 legislation;
- (b) any asset of any member of the Wider Xpediator Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);
- (c) any past or present member, director, officer or employee of the Wider Xpediator Group, or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (i) any government, entity or individual in respect of which US 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 applicable US or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs; or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its member states; or
- (d) a member of the Wider Xpediator Group has engaged in any transaction or conduct which would cause any member of the Wider Bidco Group to be in breach of any applicable law or regulation upon its Offer of Xpediator, including the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury & Customs, or any government, entity or individual

targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom or the European Union or any of its member states.

## **PART B: CERTAIN FURTHER TERMS OF THE OFFER**

1. Conditions 2(a), 2(b) and 3 to 13 (inclusive) of Part A above must each be fulfilled, determined by Bidco to be or to remain satisfied or (if capable of waiver) be waived by Bidco prior to the commencement of the Court Sanction Hearing, failing which the Scheme will lapse.
2. Notwithstanding the paragraph above, subject to the requirements of the Panel and the Takeover Code, Bidco reserves the right in its sole discretion to waive:
  - (a) the deadline set out in Condition 1 of Part A above, and any deadlines set out in Condition 2 of Part A of this Appendix 1 for the timing of the Court Meeting, the General Meeting and the Court hearing to sanction the Scheme. If any such deadline is not met, Bidco will make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with Xpediator to extend the deadline in relation to the relevant Condition. In all other respects, Conditions 1 and 2 cannot be waived; and
  - (b) in whole or in part, all or any of the above Conditions 3 to 13 (inclusive) of Part A of this Appendix.
3. If Bidco is required by the Panel to make an offer for Xpediator Shares under the provisions of Rule 9 of the Takeover Code, Bidco may make such alterations to any of the above Conditions and terms of the Offer as are necessary to comply with the provisions of that Rule.
4. Under Rule 13.5(a) of the Takeover Code, Bidco may only invoke a Condition that is subject to Rule 13.5(a) of the Takeover Code so as to cause the Offer not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Offer. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
5. Any condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by Bidco.
6. Conditions 2(a)(i), 2(b)(i) and 2(c) are not subject to Rule 13.5(a) of the Takeover Code.
7. Subject to paragraph 3(g) of Appendix 7 to the Takeover Code, Bidco will be under no obligation to waive (if capable of waiver) or to treat as fulfilled any of the Conditions by a date earlier than the latest date specified above for the fulfilment or waiver of that Condition notwithstanding that the other Conditions of the Offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
8. Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.

**9.** The Xpediator Shares to be acquired under the Offer will be acquired 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 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, on or after the Effective Date, (other than the Special Dividend or any dividend in respect of which a corresponding reduction in the consideration payable in respect of each Xpediator Share has been made as described in paragraph 10 below).

**10.** Subject to the terms of the Scheme, 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 Xpediator Shares (other than, or in excess of, the Special Dividend), Bidco reserves the right to reduce the consideration payable under the terms of the Offer by an amount up to the amount of any such dividend, distribution and/or return of capital (or, if applicable, excess), excluding any amount in respect of the Excluded Shares, in which case: (a) any reference in this Announcement or in the Scheme Document to the consideration payable under the terms of the Offer will be deemed to be a reference to the consideration as so reduced; and (b) the relevant eligible Xpediator Shareholders will be entitled to receive and retain such dividend or distribution or return of capital.

To the extent that any such dividend or distribution announced, declared, made or paid by Xpediator is: (i) transferred pursuant to the Offer on a basis which entitles Bidco to receive the dividend or distribution and to retain it; or (ii) cancelled, the consideration payable under the terms of the Offer will not be subject to change in accordance with this paragraph. Any exercise by Bidco of its rights referred to in this paragraph 10 shall be the subject of an announcement and the consent of the Panel and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Offer.

**11.** Bidco reserves the right to elect (with the consent of the Panel and subject to the terms of the Co-operation Agreement) to implement the Offer by way of a Takeover Offer as an alternative to the Scheme. In such event, the Takeover Offer will be implemented on substantially the same terms subject to appropriate amendments, including (without limitation) an acceptance condition set at 90 per cent. (or such lesser percentage, being more than 50 per cent., as Bidco may, subject to the terms of the Co-operation Agreement, decide) of the shares to which such offer relates, so far as applicable, as those which would apply to the Scheme.

**12.** The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

**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 where to do so would violate the laws of that jurisdiction.

- 14.** The Scheme will be governed by English law and is subject to the jurisdiction of the English courts and to the Conditions and further terms set out in this Appendix 1 and to the full terms and Conditions to be set out in the Scheme Document in due course. The Offer will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange (including the AIM Rules), the FCA and the Registrar of Companies.

**APPENDIX 2**  
**SOURCES OF INFORMATION AND BASES OF CALCULATION**

1. The "**Latest Practicable Date**" for the purposes of this Announcement means 5 April 2023.
2. The value placed by the Offer on the existing issued and to be issued share capital of Xpediator is based upon 141,688,425 Xpediator Shares in issue as at the Latest Practicable Date.
3. The Closing Price on any particular trading day is taken from the Daily AIM List.
4. Volume-weighted average prices have been derived from S&P Capital IQ and have been rounded to the nearest single decimal place.
5. Unless otherwise stated, the financial information of Xpediator is extracted (without material adjustment) from (a) the annual report and audited accounts of the Xpediator Group for the 12 months ended 31 December 2021, (b) Xpediator's announcement dated 26 September 2022 of the Xpediator Group's interim condensed consolidated interim results for the six months ended 30 June 2022 (which are unaudited) and (c) Xpediator's trading update, announced on 2 February 2023, of its unaudited selected financial results for the 12 months ended 31 December 2022.
6. Certain figures included in this Announcement have been subject to rounding adjustments.

**APPENDIX 3  
IRREVOCABLE UNDERTAKINGS**

**1. Xpediator Directors**

The following Xpediator Directors have given to Bidco irrevocable undertakings, to vote in favour of the Scheme at the Court Meeting and in favour of the Resolution(s) at the General Meeting, in respect of their own beneficial holdings (or those Xpediator Shares over which they have control) of Xpediator Shares:

<b>Name</b>	<b>Number of Xpediator Shares</b>	<b>Percentage of Xpediator existing issued share capital</b>	<b>Percentage of Scheme Shares entitled to vote at the Court Meeting</b>
Charles McGurin	65,321	0.05	0.06
Richard Myson	1,941,272	1.37	1.87
Robert Riddleston	2,084	0.001	0.002
<b>Total</b>	<b>2,008,677</b>	<b>1.42</b>	<b>1.93</b>

These irrevocable undertakings remain binding in the event a higher competing offer is made for Xpediator and will only cease to be binding if:

- if the Scheme Document is not sent to Xpediator Shareholders within 28 days (or such longer period as Xpediator and Bidco agrees, and the Panel consents);
- if, where Bidco has elected (in accordance with and subject to the terms of the Co-operation Agreement and the Takeover Code) to proceed with the implementation of the Offer by way of a Takeover Offer, the offer document in respect of such Takeover Offer is not sent to Xpediator Shareholders within 28 days (or such other date as the Panel may require) after the date of the publication of the announcement (made in accordance with the requirements of Paragraph 8 of Appendix 7 to the Takeover Code) announcing the switch to a Takeover Offer;
- if Bidco announces, with the consent of the Panel, that it does not intend to make or proceed with the Offer and no new, revised or replacement Scheme or Takeover Offer is announced by Bidco in accordance with Rule 2.7 of the Takeover Code at the same time;
- if the Scheme (or Takeover Offer, as applicable) lapses or is withdrawn in accordance with its terms and no new, revised or replacement Scheme or Takeover Offer is announced by Bidco by such time;
- if the Scheme has not become Effective by the Long Stop Date (other than in circumstances where Bidco has, prior to such date, elected to exercise its right to proceed by way of a Takeover Offer and announced the same in accordance with the requirements of Paragraph



8 of Appendix 7 to the Takeover Code, and such Takeover Offer has not lapsed or been withdrawn); or

- on the date on which any competing offer for the entire issued and to be issued share capital of Xpediator is declared unconditional (if implemented by way of a takeover offer) or, if proceeding by way of a scheme of arrangement, becomes effective.

## 2. Other Xpediator Shareholders

### *Irrevocable undertakings*

#### *At both the Court Meeting and the General Meeting*

The following Xpediator Shareholders have given to Bidco irrevocable undertakings, to vote in favour of the Scheme at the Court Meeting and in favour of the Resolution(s) at the General Meeting, in respect of their own beneficial holdings of Xpediator Shares (or those Xpediator Shares over which they have control):

<b>Name</b>	<b>Number of Xpediator Shares</b>	<b>Percentage of Xpediator existing issued share capital</b>	<b>Percentage of Scheme Shares entitled to vote at the Court Meeting</b>
Shaun Godfrey	22,683,761	16.01	21.83
Sandu Grigore	15,786,500	11.14	15.19
Frances Lee	31,223	0.02	0.03
<b>Total</b>	<b>38,501,484</b>	<b>27.17</b>	<b>37.05</b>

In addition, the irrevocable undertakings given by the following Xpediator Shares include an irrevocable undertaking to accept the Loan Note Alternative in respect of certain of their own beneficial holdings of Xpediator Shares (or those Xpediator Shares over which they have control):

<b>Name</b>	<b>Number of Xpediator Shares for which consideration is received in cash</b>	<b>Percentage of Xpediator existing issued share capital for which consideration is received in cash</b>	<b>Number of Xpediator Shares for which consideration is received in Loan Notes</b>	<b>Percentage of Xpediator existing issued share capital for which consideration is received in Loan Notes</b>
Shaun Godfrey	4,536,752	3.20	18,147,009	12.81
Sandu Grigore	3,157,300	2.23	12,629,200	8.91

<b>Total</b>	<b>7,694,052</b>	<b>5.43</b>	<b>30,776,209</b>	<b>21.72</b>
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These irrevocable undertakings remain binding in the event a higher competing offer is made for Xpediator and will only cease to be binding if:

- if Bidco announces, with the consent of the Panel, that it does not intend to make or proceed with the Offer and no new, revised or replacement Scheme or Takeover Offer is announced by Bidco in accordance with Rule 2.7 of the Takeover Code at the same time; or
- if the Scheme (or Takeover Offer, as applicable) lapses or is withdrawn in accordance with its terms and no new, revised or replacement Scheme or Takeover Offer is announced by Bidco by such time.

*At only the General Meeting*

The following Xpediator Shareholders have given to Bidco irrevocable undertakings to vote in favour of the Resolution(s) at the General Meeting, in respect of their own beneficial holdings of Xpediator Shares (or those Xpediator Shares over which they have control):

<b>Name</b>	<b>Number of Xpediator Shares</b>	<b>Percentage of Xpediator existing issued share capital</b>
Lucia Blyth	104,077	0.07
Claudia Blyth	104,077	0.07
Emilia Blyth	104,077	0.07
Olivia Blyth	104,077	0.07
George Blyth	104,077	0.07
<b>Total</b>	<b>520,385</b>	<b>0.37</b>

## APPENDIX 4 DEFINITIONS

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

"Affinity"	Affinity Balkans DOO, Affinity Leasing IFN and Affinity Transport Solutions Srl;
"AIM" or "AIM Market"	the AIM Market of the London Stock Exchange;
"AIM Rules"	the AIM Rules for Companies published by the London Stock Exchange, as amended from time to time;
"Announcement"	this announcement;
"Articles"	the articles of association of Xpediator from time to time;
"Authorisations"	regulatory authorisations, orders, determinations, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions, exemptions or approvals;
"BaltCap"	BaltCap AS;
"Bidco"	DLM Bidco Limited;
"Bidder Group"	Holdco and its subsidiary undertakings (including, following the Effective Date, the Xpediator Group);
"Blyth Family Members"	Lucia Blyth, Claudia Blyth, Olivia Blyth, Emilia Blyth and George Blyth;
"Business Day"	a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business in the City of London;
"Cash Offer"	42 pence in cash per Scheme Share;
"Cash Value"	44 pence in cash per Scheme Share;
"CEE"	Central and Eastern Europe;
"Closing Price"	the closing middle market price of an Xpediator Share on a particular trading day as derived from the Daily AIM List;
"Cogels Investments"	Cogels Investments Ltd;
"Companies Act"	the Companies Act 2006, as amended;
"Conditions"	the conditions to the implementation of the Offer, as set out in Part A of Appendix 1 to this

	Announcement and to be set out in the Scheme Document;
<b>"Confidentiality Agreement"</b>	the confidentiality agreement dated 24 June 2022 between BaltCap UAB, Cogels Investments and Xpediator, a summary of which is set out in paragraph 14 of this Announcement;
<b>"Consortium"</b>	together, funds advised by BaltCap, Cogels Investments and Nuoma IR Kapitalas;
<b>"Co-operation Agreement"</b>	the agreement dated 5 April 2023 between Xpediator, Bidco, Cogels Investments, Nuoma IR Kapitalas UAB, Justas Veršnickas, Baltcap Private Equity Fund III usaldusfond and BPEF III Supplementary Investment Facility usaldusfond relating to, among other things, the implementation of the Offer, a summary of which is set out in paragraph 14 of this Announcement;
<b>"Court"</b>	the High Court of Justice in England and Wales;
<b>"Court Meeting"</b>	the meeting of Scheme Shareholders to be convened pursuant to an order of the Court under the Companies Act for the purpose of considering and, if thought fit, approving the Scheme, including any adjournment thereof;
<b>"Court Order"</b>	the order of the Court sanctioning the Scheme;
<b>"Court Sanction Hearing"</b>	the hearing of the Court to sanction the Scheme under section 899 of the Companies Act;
<b>"CREST"</b>	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear;
<b>"Daily AIM List"</b>	the AIM Appendix to the Daily Official List;
<b>"Daily Official List"</b>	the Daily Official List published by the London Stock Exchange;
<b>"Deferred Shares"</b>	the deferred shares of £1.00 each in the capital of Xpediator;
<b>"Disclosed"</b>	the information fairly disclosed by, or on behalf of Xpediator: (i) in the annual report and audited accounts of Xpediator Group for the financial year ended 31 December 2021; (ii) in this Announcement; (iii) in any other announcement to a Regulatory Information Service by, or on behalf of Xpediator before the publication of this Announcement; or (iv) as otherwise fairly disclosed to BaltCap, Bidco (or its respective officers, employees, agents or advisers in each case in their

	capacity as such) before the date of this Announcement, including (without limitation) via the virtual data room operated on behalf of Xpediator in respect of the Offer or via email;
<b>"Effective"</b>	the Scheme becoming effective in accordance with its terms;
<b>"Effective Date"</b>	the date on which either: (i) the Scheme becomes effective; or (ii) (if Bidco elects to implement the Offer by way of a Takeover Offer), the date on which such Takeover Offer becomes or is declared unconditional in accordance with the requirements of the Takeover Code, and "Effective" shall be construed accordingly;
<b>"Euroclear"</b>	Euroclear UK & International Limited;
<b>"Excluded Shares"</b>	(i) any Xpediator Shares of which Bidco is the holder or in which Bidco is beneficially interested; or (ii) any Xpediator Shares which are, at the Scheme Record Time, held by Xpediator as treasury shares (within the meaning of the Companies Act); or (iii) any Xpediator Shares of which Cogels Investments is the holder;
<b>"FCA" or "Financial Conduct Authority"</b>	the Financial Conduct Authority;
<b>"FDI Authority"</b>	the Commission for the Examination of Foreign Direct Investments of Romania (Comisia pentru examinarea investițiilor străine directe) that has the authority to issue an approval to complete the Offer according to the applicable law, or, in cases provided in the applicable law, the Romanian Competition Council (Consiliul Concurenței) that carries out the functions of the secretariat of the Commission for the Examination of Foreign Direct Investments of Romania;
<b>"Forms of Proxy"</b>	the forms of proxy for use in connection with each of the Court Meeting and General Meeting, which will accompany the Scheme Document;
<b>"General Meeting"</b>	the general meeting of Xpediator Shareholders (including any adjournment thereof) to be convened in connection with the Scheme;
<b>"Holdco"</b>	DLM Holdings, UAB, a private limited company incorporated in the Republic of Lithuania, being the ultimate holding company of Bidco;
<b>"IFRS"</b>	International Financial Reporting Standards, as endorsed by the European Union;

<b>"Latest Practicable Date"</b>	has the meaning given to it in paragraph 1 of Appendix 2 to this Announcement;
<b>"Lithuanian Newco"</b>	DLM Holdings JV, UAB, a private limited company incorporated in the Republic of Lithuania;
<b>"Loan Note"</b>	the unsecured £27,795,314 loan notes to be issued by Midco 1 pursuant to the Loan Note Alternative;
<b>"Loan Note Alternative"</b>	the alternative to the Cash Offer being the exchange of Xpediator Shares for Loan Notes in lieu of part or all of the cash consideration to which Scheme Shareholders would otherwise be entitled under the Cash Offer, as detailed in paragraph 10 of this Announcement;
<b>"London Stock Exchange"</b>	London Stock Exchange plc;
<b>"Long Stop Date"</b>	6 December 2023, or such later date as may be agreed by Xpediator and Bidco (with the Panel's consent and as the Court may approve, if such approval is required);
<b>"Meetings"</b>	the Court Meeting and the General Meeting;
<b>"Midco 1"</b>	DLM Midco I Limited, a private limited company incorporated in England and Wales, being the holding company of Midco 2;
<b>"Midco 2"</b>	DLM Midco II Limited, a private limited company incorporated in England and Wales, being the holding company of Bidco;
<b>"Nuoma IR Kapitalas"</b>	Nuoma IR Kapitalas UAB;
<b>"Offer"</b>	the direct or indirect offer by Bidco of the entire issued and to be issued ordinary share capital of Xpediator not owned or controlled by Cogels Investments, to be implemented by means of the Scheme (or by way of a Takeover Offer under certain circumstances described in this Announcement) and, where the context requires, any subsequent revision, variation, extension or renewal thereof;
<b>"Offer Period"</b>	the offer period (as defined by the Takeover Code) relating to Xpediator, which commenced on 20 December 2022;
<b>"Official List"</b>	the Official List maintained by the FCA;
<b>"Opening Position Disclosure"</b>	has the same meaning as in Rule 8 of the Takeover Code;

<b>"Overseas Shareholders"</b>	Xpediator Shareholders (or nominees of, or custodians or trustees for Xpediator Shareholders) not resident in, or nationals or citizens of the United Kingdom;
<b>"Panel"</b>	the Panel on Takeovers and Mergers;
<b>"Phase II Investigation"</b>	an in-depth investigation of the effects of the Offer on the relevant markets, following completion of an initial review, as applicable under the laws of the respective jurisdiction;
<b>"Registrar of Companies"</b>	the Registrar of Companies in England and Wales;
<b>"Regulatory Information Service"</b>	a "primary information provider" which has been approved by the FCA as such to disseminate regulated information;
<b>"Resolution(s)"</b>	such shareholder resolution(s) of Xpediator as are necessary to approve, implement and effect the Scheme, including (without limitation) a resolution to make certain amendments to the articles of association of Xpediator;
<b>"Restricted Jurisdiction"</b>	any jurisdiction where local laws or regulations may result in a material risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Xpediator Shareholders in that jurisdiction;
<b>"Rothschild &amp; Co"</b>	N. M. Rothschild & Sons Limited;
<b>"Scheme"</b>	the proposed scheme of arrangement under Part 26 of the Companies Act between Xpediator and Xpediator Shareholders in connection with the Offer, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Xpediator and Bidco;
<b>"Scheme Condition"</b>	the Condition referred to in paragraph 2(c) of Part A of Appendix 1 to this Announcement;
<b>"Scheme Document"</b>	the document to be sent to Xpediator Shareholders containing, amongst other things, the Scheme and the notices convening the Court Meeting and General Meeting;
<b>"Scheme Record Time"</b>	the time and date specified in the Scheme Document, expected to be 6:00 p.m. on the Business Day immediately before the Effective Date;
<b>"Scheme Shares"</b>	all Xpediator Shares:  (i) in issue at the date of the Scheme Document;

	(ii) (if any) issued after the date of the Scheme Document and before the Scheme Voting Record Time; and
	(iii) (if any) issued at or after the Scheme Voting Record Time but on or before the Scheme Record Time either on terms that the original or any subsequent holders thereof are bound by the Scheme or in respect of which such holders are, or shall have agreed in writing to be, so bound,
	in each case other than any Excluded Shares;
<b>"Scheme Shareholder"</b>	a holder of Scheme Shares;
<b>"Scheme Voting Record Time"</b>	the date and time specified in the Scheme Document by reference to which entitlement to vote at the Court Meeting will be determined, expected to be 6:00 p.m. on the day which is two days before the Court Meeting or, if the Court Meeting is adjourned, 6:00 p.m. on the day which is two days before the date of such adjourned Court Meeting;
<b>"Significant Interest"</b>	in relation to an undertaking, a direct or indirect interest of 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) of such undertaking;
<b>"Special Dividend"</b>	a special dividend of 2 pence per Xpediator Share, which the Xpediator Directors intend to declare in connection with the Offer;
<b>"Takeover Code"</b>	the City Code on Takeovers and Mergers;
<b>"Takeover Offer"</b>	a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act;
<b>"Third Party"</b>	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction;
<b>"United Kingdom" or "UK"</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>"United States" or "US"</b>	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;
"US Exchange Act"	the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
"US Securities Act"	the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;
"Wider Bidco Group"	Bidco, funds advised by BaltCap, Cogels Investments and their respective associated undertakings and any other body corporate, partnership, joint venture or person in which Bidco and all such undertakings (aggregating their interests) have a Significant Interest;
"Wider Xpediator Group"	Xpediator and associated undertakings and any other body corporate, partnership, joint venture or person in which Xpediator and all such undertakings (aggregating their interests) have a Significant Interest;
"Xpediator"	Xpediator Plc;
"Xpediator Directors"	the directors of Xpediator;
"Xpediator Group"	Xpediator and its subsidiary undertakings and where the context permits, each of them;
"Xpediator Share Plans"	the Xpediator PLC Company Share Option Plan 2020, the Xpediator PLC Company Share Option Plan 2021 and the Xpediator Long Term Incentive Plan;
"Xpediator Shareholders"	the holders of Xpediator Shares;
"Xpediator Shares"	the existing unconditionally allotted or issued and fully paid ordinary shares of 5 pence each in the capital of Xpediator and any further such ordinary shares which are unconditionally allotted or issued before the Scheme becomes Effective; and
"Zeus Capital"	Zeus Capital Limited.

For the purposes of this Announcement, "**subsidiary**", "**subsidiary undertaking**", "**undertaking**" and "**associated undertaking**" have the respective meanings given thereto by the Companies Act.

All references to "**pounds**", "**pounds Sterling**", "**Sterling**", "**£**", "**pence**", "**penny**" and "**p**" are to the lawful currency of the United Kingdom.

All the times referred to in this Announcement are London times unless otherwise stated.

References to the singular include the plural and vice versa.





