

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

PART II OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT. This document contains a proposal which, if implemented, will result in the cancellation of the admission of Eleco Shares to trading on AIM. If you are in any doubt as to what action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are resident in the United Kingdom, or, if not, from another appropriately authorised independent financial adviser.

If you have sold or otherwise transferred all of your Eleco Shares, please send this document and the accompanying documents (but not the accompanying personalised Forms of Proxy) at once to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. However, these documents must not be forwarded, distributed or transmitted (in whole or in part) in, into or from any jurisdiction where to do so would violate the laws of that jurisdiction. If you have sold or otherwise transferred only part of your holding of Eleco Shares, you should retain these documents and consult the bank, stockbroker or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise had Eleco Shares transferred to you in certificated form, notwithstanding receipt of this document from the transferor, you should contact Neville Registrars through the shareholder helpline on the relevant telephone number set out below to obtain personalised Forms of Proxy.

The release, publication or distribution of this document and/or the accompanying documents (in whole or in part) in jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document (and the accompanying documents) come should inform themselves about and observe any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

A copy of this document will be published on Eleco's website at <https://ir.eleco.com/investor-relations/offer-for-eleco> and on Bidco's website at <https://www.projecteagleoffer.com/> not later than 12.00 noon (London time) on 5 October 2026 and will continue to be made available on those websites during the Offer Period.

Recommended Cash Acquisition

of

Eleco plc

by

Avocet Bidco Limited

(a newly formed company which will, as at the Effective Date, be indirectly wholly-owned by funds managed and/or advised by Accel-KKR and its affiliates)

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

This document sets out details of the Acquisition to be effected by means of a scheme of arrangement under Part 26 of the Companies Act between Eleco and the Scheme Shareholders. If the Scheme becomes Effective it will be binding on all Scheme Shareholders, including those who did not attend, speak and/or vote to approve the Scheme or who attended, spoke and/or voted against it at the Meetings.

This document should be read as a whole, in conjunction with the accompanying documents. Your attention is drawn, in particular, to the letter from the Chair of Eleco in Part I of this document, which contains the unanimous recommendation of the Eleco Directors that you vote, or procure the vote, in favour of the Resolutions to be proposed at the Court Meeting and the General Meeting referred to below.

A letter from Stephens, explaining the Scheme appears in Part II of this document. This constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the Court Meeting and the General Meeting, each of which will be held at the offices of Cavendish Capital Markets Limited, 1 Bartholomew Close, London, England, EC1A 7BL on 27 October 2026, are set out in Part VIII and Part IX of this document. The Court Meeting will start at 10.30 a.m. (London time) and the General Meeting at 10.45 a.m. (London time) (or as soon as reasonably practicable thereafter as the Court Meeting is concluded or adjourned).

Action to be taken by Eleco Shareholders is set out in the section headed “ACTION TO BE TAKEN” beginning on page 3 of this document. The BLUE Form of Proxy is to be used in connection with the Court Meeting and the WHITE Form of Proxy is to be used in connection with the General Meeting. Whether or not you intend to attend both or either of the Court Meeting or the General Meeting, Eleco Shareholders are asked to complete and return the enclosed BLUE and WHITE Forms of Proxy in accordance with the instructions printed thereon as soon as possible but, in any event, so as to be received by Neville Registrars at Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands, United Kingdom, B62 8HD at least 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) before the relevant Meeting. A pre-paid addressed envelope is provided for use in the UK only. If the BLUE Form of Proxy for use at the Court Meeting is not returned by the above time, it may be handed to Neville Registrars (on behalf of the Chair of the Court Meeting) or to the Chair of the Court Meeting before the start of the Court Meeting and it will be valid. However, in the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time noted above, it will be invalid.

Alternatively, you can submit your proxy electronically at www.sharegateway.co.uk by following the instructions set out on the enclosed Forms of Proxy. Electronic proxy appointments must be received by 10.30 a.m. (London time) on 23 October 2026 in the case of the Court Meeting and by 10.45 a.m. (London time) on 23 October 2026 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) prior to the time and date set for the adjourned Meeting).

If you hold your Eleco Shares in uncertificated form (that is, in CREST) you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out at the end of this document).

Proxies submitted via CREST (under CREST participant ID 7RA11) must be received by Neville Registrars not later than 10.30 a.m. (London time) on 23 October 2026 in the case of the Court Meeting and not later than 10.45 a.m. (London time) on 23 October 2026 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) prior to the time and date set for the adjourned Meeting).

The completion and return of the Forms of Proxy or the appointment of a proxy or proxies electronically or using CREST will not prevent you from attending, speaking and voting in person at either of the Meetings, or any adjournment thereof, should you wish to do so.

If you have any questions relating to this document or the completion and return of your Forms of Proxy, please contact Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.00 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Stephens, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Eleco as lead financial adviser and Rule 3 adviser and no one else in connection with the matters referred to in this document and will not be responsible to anyone other than Eleco for providing the protections afforded to clients of Stephens or for providing advice in relation to the Acquisition or any other matters referred to in this document. Neither Stephens nor any of its subsidiaries, affiliates or branches owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect, consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Stephens in connection with this document, any statement contained in this document or otherwise. Stephens has given, and not withdrawn, its consent to the inclusion of its advice in this document in the form and context in which it is included.

Cavendish, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Eleco as nominated adviser, sole broker and financial adviser and no one else in connection with the Acquisition and will not be responsible to anyone other than Eleco for providing the protections afforded to clients of Cavendish nor for providing advice in relation to the Acquisition or any other matter referred to in this document. Neither Cavendish nor any of its subsidiaries, affiliates or branches owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirect, consequential, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Cavendish in connection with this document, any statement contained in this document or otherwise. Cavendish has given, and not withdrawn, its consent to the inclusion of its advice in this document in the form and context in which it is included.

Rothschild & Co, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as financial adviser to Bidco and Accel-KKR and no one else in connection with the Acquisition and will not be responsible to anyone other than Bidco and Accel-KKR for providing the protections afforded to clients of Rothschild & Co nor for providing advice in connection with the Acquisition or any matter or arrangement referred to herein. Neither Rothschild & Co nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with the Acquisition, any statement contained herein or otherwise.

Certain terms used in this document are defined in Part VII of this document.

ACTION TO BE TAKEN

For the reasons set out in this document, the Eleco Directors, who have been so advised by Stephens as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing financial advice to the Eleco Directors, Stephens has taken into account the commercial assessments of the Eleco Directors. Stephens is providing independent financial advice to the Eleco Directors for the purposes of Rule 3 of the Takeover Code.

The Eleco Directors unanimously recommend that Scheme Shareholders vote, or procure the vote, in favour of the Scheme at the Court Meeting and that Eleco Shareholders vote, or procure the vote, in favour of the Special Resolution to be proposed at the General Meeting which is to be convened to approve the Acquisition (or, in the event that the Acquisition is to be effected by way of an Offer, to accept, or procure the acceptance of, such Offer), as the Eleco Directors who are interested in Eleco Shares have irrevocably undertaken to do in respect of their own registered and beneficial holdings of Eleco Shares (or those Eleco Shares over which they have control), being a total of 408,725 Eleco Shares (representing, in aggregate, approximately 0.5 per cent. of the Eleco Shares in issue at 6.00 p.m. on the Last Practicable Date).

Notices of the Court Meeting and General Meeting are set out in Part VIII and Part IX of this document, respectively.

Voting at the Court Meeting and the General Meeting

The Scheme will require approval at a meeting of the Scheme Shareholders convened pursuant to an order of the Court to be held at the offices of Cavendish Capital Markets Limited, 1 Bartholomew Close, London, England, EC1A 7BL at 10.30 a.m. (London time) on 27 October 2026. Implementation of the Scheme will also require approval of Eleco Shareholders at the General Meeting to be held at the same place at 10.45 a.m. (London time) on 27 October 2026 (or as soon as reasonably practicable thereafter as the Court Meeting is concluded or adjourned).

Eleco Shareholders entitled to attend, speak and vote at the Meetings are entitled to appoint a proxy (or proxies) to exercise all or any of their rights to attend, speak and vote at the Meetings. A proxy need not be an Eleco Shareholder.

IT IS VERY IMPORTANT THAT, FOR THE COURT MEETING IN PARTICULAR, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF THE OPINION OF SCHEME SHAREHOLDERS. THEREFORE, PLEASE COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY, OR DELIVER YOUR VOTING INSTRUCTIONS BY ONE OF THE OTHER METHODS REFERRED TO BELOW, AS SOON AS POSSIBLE.

(a) Sending Forms of Proxy by post or by hand

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them by post using the pre-paid envelope provided or by hand to Neville Registrars at Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands, United Kingdom, B62 8HD so as to be received as soon as possible and, in any event, not later than:

BLUE Forms of Proxy for the Court Meeting 10.30 a.m. (London time) on 23 October 2026

WHITE Forms of Proxy for the General Meeting 10.45 a.m. (London time) on 23 October 2026

or, in the case of adjournment(s), not later than 48 hours before the time and date set for the adjourned meeting(s) (excluding any part of such 48-hour period falling on a non-Business Day).

If the BLUE Form of Proxy for the Court Meeting is not received by the above time, it may be handed to a representative of Neville Registrars, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of the Court Meeting and it will be valid. However, in the case of the General Meeting, the WHITE Form of Proxy must be received by the time mentioned above, or it will be invalid.

Eleco Shareholders are entitled to appoint a proxy in respect of some or all of their Eleco Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Eleco Shareholders who wish to appoint more than one proxy in respect of their holding of Eleco Shares should contact Neville Registrars for further Forms of Proxy.

(b) Electronic appointment of proxies through CREST or otherwise

If you hold Eleco Shares in uncertificated form (that is, in CREST) you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part VIII and Part IX of this document respectively).

Proxies submitted via CREST (under CREST participant ID 7RA11) must be received by Neville Registrars by no later than 10.30 a.m. (London time) on 23 October 2026 in the case of the Court Meeting and by no later than 10.45 a.m. (London time) on 23 October 2026 in the case of the General Meeting (or, in the case of an adjourned meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) prior to the time and date set for the adjourned meeting).

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (under CREST participant ID 7RA11) not less than 48 hours before the time fixed for the Court Meeting or General Meeting (or adjourned meeting), as applicable (in each case, excluding any part of such 48-hour period falling on a non-Business Day). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Eleco may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

(c) Online appointment of proxies

Eleco Shareholders who would prefer to register the appointment of their proxy electronically via the internet can do so through the Sharegateway website, www.sharegateway.co.uk. Shareholders will need to use their personal proxy registration code which is printed on their Form of Proxy to facilitate this. For an electronic proxy appointment to be valid, the appointment must be received by Neville Registrars no later than 10.30 a.m. (London time) on 23 October 2026 for the Court Meeting and 10.45 a.m. (London time) on 23 October 2026 for the General Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s) (excluding any part of such 48-hour period falling on a non-Business Day)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website. Any electronic communication found to contain a computer virus will not be accepted.

In the case of the Court Meeting only, if you have not appointed a proxy electronically or online by such time you may complete the BLUE Form of Proxy and hand it to a representative of Neville Registrars, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting, before the start of the Court Meeting (or any adjournment thereof) and it will be valid.

In the case of the General Meeting only, if the electronic or online proxy appointment is not received by the time mentioned above, it will be invalid.

(d) Further information about proxies and voting

Further information in relation to the appointment of proxies for, and voting at, the Meetings is set out in paragraph 12 of Part II of this document and in the notes to the notices of the Meetings set out at the end of this document and in the instructions printed on the Forms of Proxy.

Helpline

If you have any questions relating to this document, the Court Meeting or the General Meeting or the completion and return of your Forms of Proxy, please contact Neville Registrars on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.00 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

IMPORTANT NOTICES

The release, publication or distribution of this document and/or the accompanying documents (in whole or in part) in jurisdictions other than the United Kingdom may be restricted by law and therefore persons into whose possession this document (and the accompanying documents) come should inform themselves about, and observe, any applicable legal and regulatory requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Eleco Shares at the Court Meeting and/or the General Meeting, or to execute and deliver Form(s) of Proxy appointing another to vote their Eleco Shares in respect of the Court Meeting and/or the General Meeting on their behalf, may be affected by the laws of the relevant jurisdiction in which they are located. Any failure to comply with any applicable requirements 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 Acquisition disclaim any responsibility and liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders are contained in paragraph 11 of Part II of this document.

This document and the accompanying documents are for information purposes only and neither this document nor the accompanying documents are intended to, and do not, constitute an offer to sell or issue, or a solicitation of an offer to buy or subscribe for, shares or other securities, or a solicitation of any vote or approval in any jurisdiction in which such offer or solicitation is unlawful.

This document and the accompanying Forms of Proxy have been prepared for the purposes of complying with English law, the AIM Rules, the rules of the London Stock Exchange and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this document and the accompanying documents had been prepared in accordance with the laws of any jurisdictions outside the United Kingdom. Nothing in this document or the accompanying documents should be relied upon for any other reason.

This document and, in particular, the letter from the Chair of Eleco in Part I and the Explanatory Statement in Part II of this document have been prepared solely to assist Eleco Shareholders in deciding how to vote on the Scheme. The summary of the principal provisions of the Scheme contained in this document is qualified in its entirety by reference to the Scheme itself, the full text of which is set out in Part IV of this document. Eleco Shareholders are urged to read and consider carefully the text of the Scheme itself.

No person has been authorised to make any representation(s) on behalf of Eleco or Bidco concerning the Acquisition, the Scheme or any related matter which are inconsistent with the statements contained in this document.

Eleco Shareholders should not construe anything contained in this document as legal, financial or tax advice and should consult their own professional advisers for any such advice.

The statements contained herein are made as at the date of this document, unless some other time is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in the facts set out herein since such date. Nothing contained herein shall be deemed to be a forecast, projection or estimate of the future financial performance of Eleco or Bidco except where otherwise stated.

Notice to Overseas Shareholders

The release, publication or distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements. Any failure to comply with such requirements 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 Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This document has been prepared in accordance with and for the purpose of complying with English law, the Takeover Code, the Market Abuse Regulation, the AIM Rules and the Disclosure Guidance and

Transparency Rules and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside of England.

The availability of the Acquisition to Eleco Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their Scheme Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition 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 Acquisition will not be made available, in whole or in part, directly or indirectly, in, into or from, or by the use of the mails or any means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would violate the laws of that jurisdiction, and no person may vote in favour of the Scheme by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document and formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this document (including custodians, nominees and trustees) must not distribute or send it in, into or from a Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition.

A transaction effected by means of a scheme of arrangement is not subject to the shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme will be subject to the disclosure requirements and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation and tender offer rules. Financial information in relation to Eleco included in the relevant documentation has been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial statements of US companies.

However, if Bidco were to elect, with the consent of the Panel and subject to the terms of the Cooperation Agreement, to implement the Acquisition by means of an Offer and determine to extend such Offer into the United States, such Offer will be made in compliance with all applicable laws and regulations and would be made in the United States by Bidco and no one else. In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Accel-KKR, Bidco, their nominees, or their brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Eleco Shares outside of the United States, other than pursuant to the Acquisition, until the date on which the Acquisition becomes Effective, lapses or is otherwise withdrawn. Also, in accordance with Rule 14e-5(b) of the US Exchange Act, Rothschild & Co will continue to act as an exempt principal trader in Eleco Shares on the London Stock Exchange. Such purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases 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.

The receipt of cash pursuant to the Acquisition by Eleco Shareholders in the United States may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each such holder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition (including as to any US information reporting and/or backup withholding obligations). Furthermore, the payment and settlement procedure with respect to the Acquisition will be consistent with UK practice, which differs from US domestic tender offer procedures in certain material respects, particularly with regard to date of payment of the Consideration.

It may be difficult for US holders of Eleco Shares to enforce their rights and any claim arising out of the US federal securities laws, since Eleco and Bidco are located in a non-US jurisdiction, and some or all of their officers and directors may be residents of a non-US jurisdiction. US holders of Eleco Shares may not be

able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgment.

Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved any offer, or passed comment upon the adequacy or completeness of this document and it is an offence in the United States to claim otherwise.

Cautionary note regarding forward-looking statements

This document (including information incorporated by reference in this document), oral statements made regarding the Acquisition, and other information published by Bidco and/or Eleco contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Bidco and/or Eleco about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this document include statements with respect to the expected effects of the Acquisition on Bidco and Eleco, the expected timing and scope of the Acquisition, the financial condition, results of operations and business of Eleco and certain plans and objectives of Bidco with respect thereto and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the fact that they do not relate only to historical or current facts and may use words such as "anticipate", "target", "expect", "estimate", "forecast", "intend", "plan", "budget", "scheduled", "goal", "believe", "hope", "aims", "continue", "will", "may", "should", "would", "could" or other words of similar meaning. These statements are based on assumptions and assessments made by Eleco and/or Bidco in light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve known and unknown risks and uncertainties and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements, because they relate to events and depend on circumstances that will occur in the future.

Although Bidco and/or Eleco believe that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and you are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this document. Neither Bidco nor Eleco assumes any obligation to update or correct the information contained in this document (whether as a result of new information, future events or otherwise), except as required by applicable law.

There are a number of factors which could cause actual results and developments to differ materially from those expressed or implied in forward-looking statements. Among the factors that could cause actual results to differ materially from those described in the forward-looking statements include, but are not limited to: the ability to complete the Acquisition; the ability to obtain any requisite regulatory and shareholder approvals and the satisfaction of other Conditions on the proposed terms; changes in the global, political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or dispositions; changes in general and economic business conditions; changes in the behaviour of other market participants; the anticipated benefits of the Acquisition not being realised as a result of changes in general economic and market conditions in the markets and jurisdictions in which Bidco and Eleco operate; weak, volatile or illiquid capital and/or credit markets; changes in the degree of competition in the geographic and business areas in which Bidco and Eleco operate; and changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

Given the risks and uncertainties, you are cautioned not to place any reliance on these forward-looking statements.

Other than in accordance with their legal or regulatory obligations, neither Bidco nor Eleco is under any obligation, and Bidco and Eleco expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

No profit forecasts, or estimates or quantified benefits statements

The FY26 Profit Forecast constitutes an ordinary course profit forecast for Eleco for the purposes of Note 2(a) to Rule 28.1 of the Takeover Code. As required by Rule 28.1(c)(i) of the Takeover Code, the FY26 Profit Forecast, the assumptions on the basis of which it was compiled and the Eleco Directors' confirmations in relation to it are set out in Part X of this document.

Other than the FY26 Profit Forecast, no statement in this document is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this document should be interpreted to mean that earnings or earnings per share for Eleco, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Eleco, as appropriate.

Disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (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 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (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, 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.

Capitalised terms are defined in the Takeover Code, which can also be found on the Panel's website. If you are in any doubt as to whether or not you are required to make a disclosure under Rule 8, you should consult the Panel.

Publication on website and availability of hard copies

In accordance with Rule 26.1 of the Takeover Code, a copy of this document will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, on Eleco's website at <https://ir.eleco.com/investor-relations/offer-for-eleco> and on Bidco's website at <https://www.projecteagleoffer.com/> by no later than 12.00 noon (London time) on 5 October 2026. Neither the contents of these websites nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this document.

Requesting hard copy documents

In accordance with Rule 30.3 of the Takeover Code, a person so entitled may request a hard copy of this document, free of charge, by contacting Neville Registrars Limited on 0121 585 1131 (or from outside of the UK, on +44 (0) 121 585 1131) between 9.00 a.m. and 5.00 p.m. Monday to Friday (London time) or by submitting a request in writing to Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands, United Kingdom, B62 8HD. For persons who receive a copy of this document in electronic form or via a website notification, a hard copy of this document will not be sent unless so requested. In accordance with Rule 30.3 of the Takeover Code, a person so entitled may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

Electronic communications

Please be aware that addresses, electronic addresses and certain other information provided by Eleco Shareholders, persons with information rights and other relevant persons for the receipt of communications from Eleco 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.

Scheme process

In accordance with Section 5 of Appendix 7 of the Takeover Code, Eleco will announce through a Regulatory Information Service key events in the Scheme process including the outcomes of the Meetings and the Court Sanction Hearing and that the Scheme has become Effective.

Unless otherwise consented to by the Panel and, if required, the Court, any modification or revision to the Scheme will be made no later than the date which is 14 days prior to the Meetings (or any later date to which such Meetings are adjourned).

Rounding

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

General

Bidco reserves the right to elect, with the consent of the Panel (where necessary) and subject to the terms of the Cooperation Agreement, to implement the Acquisition by way of an Offer as an alternative to the Scheme. In such an event, an Offer will be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme (subject to appropriate amendments to reflect the change in method of implementation and the terms of the Cooperation Agreement).

If the Acquisition is effected by way of an Offer, and such an Offer becomes or is declared unconditional and sufficient acceptances are received, Bidco intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Eleco Shares in respect of which the Offer has not been accepted.

Investors should be aware that Bidco may purchase Eleco Shares otherwise than under any Offer or the Scheme, including pursuant to privately negotiated purchases.

Rule 2.9 of the Takeover Code

For the purposes of Rule 2.9 of the Takeover Code, Eleco confirms that, as at the date of the Announcement, it had in issue 84,387,572 ordinary shares of one pence each. Eleco does not hold any ordinary shares in treasury. The ISIN for the ordinary shares is GB0003081246 and Eleco's LEI number is 21380016GT9Z6ZQX4T37.

Disclaimer

The information contained herein does not constitute an offer to sell, nor a solicitation of an offer to buy, any security, and may not be used or relied upon in connection with any offer or solicitation. Any offer or solicitation in respect of Bidco will be made only through a confidential private placement memorandum and related documents which will be furnished to qualified investors on a confidential basis in accordance with applicable laws and regulations. The information contained herein is not for publication or distribution to persons in the U.S. Any securities referred to herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and may not be offered or sold without registration thereunder or pursuant to an available exemption therefrom. Any offering of securities to be made in the U.S. would have to be made by means of an offering document that would be obtainable from the issuer or its agents and would contain detailed information about the issuer of the securities and its management, as well as financial information. The securities may not be offered or sold in the U.S. absent registration or an exemption from registration.

The Acquisition will be subject to English law, the jurisdiction of the Court, and the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the AIM Rules and the Registrar of Companies.

This document is dated 2 October 2026.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable is based on Eleco's and Bidco's current expected dates for the implementation of the Scheme and is subject to change (including as a result of changes to the regulatory timetable). If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Eleco Shareholders by announcement through a Regulatory Information Service, with such announcement being made available on Eleco's website at: <https://ir.eleco.com/investor-relations/offer-for-eleco> and on Bidco's website at <https://www.projecteagleoffer.com/>. All times shown are London times unless otherwise stated.

Event	Time and date⁽¹⁾
Publication of this document	2 October 2026

Latest time for lodging Forms of Proxy for:

– Court Meeting (BLUE form)	10.30 a.m. on 23 October 2026 ⁽²⁾
– General Meeting (WHITE form)	10.45 a.m. on 23 October 2026 ⁽²⁾

Voting Record Time	6.00 p.m. on 23 October 2026 ⁽³⁾
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Court Meeting	10.30 a.m. on 27 October 2026
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General Meeting	10.45 a.m. on 27 October 2026 ⁽⁴⁾
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The following dates and times associated with the Scheme are indicative only and subject to change

Court Sanction Hearing (to sanction the Scheme)	a date expected to be during or prior to Q1 2027, subject to the satisfaction (or, if applicable, waiver) of the relevant Conditions and, in any event, prior to the Long Stop Date (D)
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Last day of dealings in, and for registration of transfers of, and disablement in CREST of, Eleco Shares	D+1
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Scheme Record Time	6.00 p.m. on D+1 ⁽⁵⁾
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Effective Date of the Scheme	D+2 ⁽⁶⁾
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Suspension of dealings in Eleco Shares on AIM	by 7.30 a.m. on D+2
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Cancellation of admission to trading of Eleco Shares on AIM	at 7.00 a.m. on D+3
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Latest date for dispatch of cheques, processing of electronic BACS transfers and crediting of CREST stock accounts for the Consideration due under the Scheme	within 14 days after the Effective Date
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Long Stop Date	10 March 2027 ⁽⁷⁾
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The Court Meeting and the General Meeting will both be held at the offices of Cavendish Capital Markets Limited, 1 Bartholomew Close, London, England, EC1A 7BL on 27 October 2026.

Notes:

(1) The dates and times are indicative only and are based on current expectations and may be subject to change and will depend on, among other things, the date on which the Conditions to the Scheme are satisfied or, if capable of waiver, waived, and the date on which the Court sanctions the Scheme and the Court Order sanctioning the Scheme is delivered to the Registrar of Companies. References to times are to London, United Kingdom time unless otherwise stated. If any of the times and/or dates above change, the revised times and/or dates will be notified to Eleco Shareholders by announcement through a Regulatory Information Service and by posting notice of these dates on the following website: <https://ir.eleco.com/investor-relations/offer->

for-eleco. Participants in the Eleco Share Plan will be contacted separately to inform them of the effect of the Scheme on their rights under the Eleco Share Plan, including details of any dates and times relevant to them.

All dates by reference to "D" will be to the date falling the number of indicated Business Days immediately after date D, as indicated above.

- (2) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 48 hours before the time appointed for the Court Meeting, excluding any part of a day that is not a Business Day. BLUE Forms of Proxy not so lodged may be handed to the Chair of the Court Meeting or Neville Registrars on behalf of the Chair of the Court Meeting before the start of the Court Meeting. WHITE Forms of Proxy for the General Meeting must be lodged not later than 48 hours before the time appointed for the General Meeting, excluding any part of a day that is not a Business Day. WHITE Forms of Proxy for the General Meeting not lodged by this time will be invalid. Please see "Action to be taken" on pages 3, 4 and 5.*
- (3) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned Meeting will be 6.00 p.m. on the day which is two Business Days prior to the date of the adjourned Meeting.*
- (4) To commence at 10.45 a.m. (or as soon as reasonably practicable thereafter as the Court Meeting concludes or is adjourned).*
- (5) Scheme Shareholders who are on the Eleco share register at this time are entitled to receive the Consideration under the Scheme.*
- (6) The Scheme shall become Effective in accordance with its terms as soon as a copy of the Court Order has been delivered to the Registrar of Companies. This is expected to occur following the Scheme Record Time and prior to the cancellation of trading in Eleco Shares. The events which are stated as occurring on subsequent dates are conditional on the Effective Date and operate by reference to that date.*
- (7) This is the latest date by which the Scheme may become Effective unless Eleco and Bidco agree, with the consent of the Panel and (if required) the Court, a later date.*

PART I
LETTER FROM THE CHAIR OF
ELECO PLC

(Incorporated and registered in England and Wales No. 00354915)

Mark Castle
Neil Pritchard
Jonathan Hunter
James Pellatt
Dr Annette Nabavi
Alyson Levett

Eleco plc
Registered office:
Dawson House,
5 Jewry Street,
London,
United Kingdom,
EC3N 2EX

2 October 2026

To: *Eleco Shareholders and, for information only, to Eleco Share Plan Participants and persons with information rights*

Dear Eleco Shareholder,

**Recommended cash acquisition of
Eleco plc (“Eleco” or the “Company”) by
Avocet Bidco Limited (“Bidco”)
(a newly formed company which will, as at the Effective Date, be indirectly wholly-owned
by funds managed and/or advised by Accel-KKR and its affiliates)
to be effected by way of scheme of arrangement
under Part 26 of the Companies Act**

1. Introduction

On 10 September 2026, the boards of Bidco and Eleco announced that they had reached agreement on the terms of a recommended all cash offer pursuant to which Bidco would acquire the entire issued and to be issued share capital of Eleco (the “**Announcement**”). It is intended that the Acquisition will be effected by means of a Court-sanctioned scheme of arrangement of Eleco under Part 26 of the Companies Act (the “**Scheme**”).

I am writing to you on behalf of the Eleco Directors to explain the background to, and detailed terms of, the Acquisition and the reasons why the Eleco Directors consider the financial terms of the Acquisition to be fair and reasonable and to explain why the Eleco Directors are unanimously recommending that you vote, or procure the vote, in favour of the Acquisition at the Meetings to be held on 27 October 2026. I draw your attention, in particular, to the letter from Stephens set out in Part II of this document, which gives further details about the Acquisition, the Scheme itself in Part IV of this document and the additional information set out in Part VI of this document.

2. Summary of the Acquisition

The Acquisition is to be effected by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act, which requires the approval by the requisite majorities of the Scheme Shareholders at the Court Meeting and Eleco Shareholders at the General Meeting, and the sanction of the Court.

Under the terms of the Acquisition, which will be subject to the Conditions referred to in paragraph 6.2 of Part II of this document and set out in full in Part III of this document, Eleco Shareholders will be entitled to receive:

for each Eleco Share held:

235 pence in cash

The Acquisition Price per Eleco Share represents a premium of approximately:

- 74.7 per cent. to the Closing Price of 134.5 pence per Eleco Share on 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period);
- 86.0 per cent. to the volume weighted average price of 126.3 pence per Eleco Share for the three-month period ended 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period);
- 89.9 per cent. to the volume weighted average price of 123.8 pence per Eleco Share for the six-month period ended 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period); and
- 77.7 per cent. to the volume weighted average price of 132.2 pence per Eleco Share for the twelve-month period ended 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period).

The Acquisition values Eleco's entire issued, and to be issued, ordinary share capital at approximately £207.6 million on a fully diluted basis, and implies an enterprise value of £192.4 million, a multiple of approximately 20.2 times Eleco's EBITDA for the twelve months ended 31 December 2025 and approximately 31.9 times Eleco's Cash EBITDA for the same period.

Eleco Shareholders representing 47.46 per cent. of Eleco Shares are supportive of the Acquisition through irrevocable undertakings and letters of intent, as described in further detail in paragraphs 5.1 to 5.3 (inclusive) of Part VI of this document.

If any dividend or other distribution or return of value is announced, declared, made, paid or becomes payable by Eleco in respect of the Eleco Shares on or after the Announcement Date and prior to the Effective Date, Bidco reserves the right to reduce the Acquisition Price payable for each Eleco Share under the terms of the Acquisition by the amount per Eleco Share of such dividend and/or distribution and/or other return of capital or value, in which case any reference in this document to the Acquisition Price payable for each Eleco Share under the terms of the Acquisition will be deemed to be a reference to the Acquisition Price 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 or the Acquisition. In such circumstances, Eleco Shareholders would be entitled to retain any such dividend, distribution and/or other return of capital or value.

If the Scheme becomes Effective, all of the Scheme Shares will be transferred to Bidco. Eleco will thus become a subsidiary of Bidco.

In the event that the Acquisition is to be effected by way of an Offer, Eleco Shares will be acquired pursuant to the Offer fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto including the right to receive and retain all dividends and distributions declared, made or paid by reference to a record date after the Effective Date.

Subject to satisfaction (or waiver, where applicable) of the relevant Conditions, the Scheme is expected to become Effective during or prior to Q1 2027 and, in any event, prior to the Long Stop Date.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attend, speak and/or vote at the Court Meeting and/or the General Meeting.

Subject to satisfaction or (where applicable) waiver of all relevant Conditions, an application will be made to the London Stock Exchange for the Eleco Shares to cease to be admitted to trading on AIM to take effect from shortly after the Effective Date.

3. Background to, and reasons for, the Acquisition

Accel-KKR has for some time followed Eleco closely with great admiration and interest, and believes that, under the leadership of Jonathan Hunter, Neil Pritchard and the broader management team, and with the support of the Eleco Board and shareholders, Eleco has transformed its business from its heritage in building and lighting equipment production to a technology business with a strong position in the building lifecycle

technology market by providing a differentiated platform that serves stakeholders across the construction value chain.

Through its leading product portfolio, proprietary construction scheduling data and business logic, deep customer relationships and a consistent track record of execution, Eleco has established a strong position in the market and earned a reputation as a trusted partner to its customers.

Accel-KKR believes that it can support Eleco in its continued product development, SaaS transition and AI implementation to maximise its market opportunity by providing additional resources and capital to enable both organic and inorganic growth, as well as the expertise and operational and strategic support brought through its extensive experience in helping technology businesses expand internationally.

4. Background to, and reasons for, the Eleco Board recommendation

Reasons for the Eleco Board recommendation

Eleco has been successfully transformed from a building products business to a specialist provider of software and related services to the built environment. Eleco entered the software market in 2002 through the acquisitions of ESIGN Software GmbH in Germany and Consultec AB in Sweden and subsequently acquired Asta Group Limited and its Powerproject project management software in the United Kingdom. Over the following years, Eleco progressively divested its legacy building products operations to become a provider of software and related services to the built environment. More recently, Eleco has continued to build out its portfolio of businesses through the acquisitions of BestOutcome Limited and the Vertical Digital group of companies, PMI Software Limited (Pemac), an Irish provider of computerised maintenance management software, and Kivue Limited, a UK-based provider of project portfolio management SaaS software. In addition, Eleco has recently sharpened its strategic focus on its core building lifecycle businesses through the disposal of its German-based visualisation business, Veeuze GmbH.

Alongside this business transformation, Eleco has successfully transitioned its business model from perpetual software licences to subscription and SaaS-based revenues while maintaining profitability during the transition. In the financial year ended 31 December 2025, recurring revenues represented 81 per cent. of total revenues, annualised recurring revenue increased by 29 per cent. to £34.3 million, and the Eleco Group delivered revenue growth of 20 per cent. to £38.8 million and Adjusted EBITDA growth of 32 per cent. to £10.2 million, while remaining debt free (excluding finance leases and similar financial liabilities) with cash of £16.3 million. This performance has continued into the current financial year, with the Eleco Group reporting record annualised recurring revenue of approximately £35.5 million at 30 June 2026 and organic revenue growth of 15 per cent. for the first half of 2026. Nonetheless, the Eleco Board believes that Eleco's market valuation does not fully reflect the development of the business over the last few years, the strength of its recurring revenue base and its opportunities and prospects.

Following an unsolicited approach from Accel-KKR earlier this year with a proposal regarding a possible offer for Eleco and subsequent negotiations, the Eleco Board agreed to enter into a due diligence process. This resulted in Accel-KKR confirming the terms set out in the Announcement. The Eleco Board has carefully considered the options available to Eleco and, while it is confident that Eleco can continue to create value over the long-term as a standalone AIM-quoted company, it also recognises that the pace of investment required in product innovation, cloud platforms, artificial intelligence and go-to-market capabilities is increasing across the software sector. Realising Eleco's full potential would require the successful execution of these investments, with the associated risks over a number of years. Following the Acquisition, the Eleco Board believes that Eleco will be better positioned to accelerate these investments for the benefit of customers and employees.

The Eleco Board has unanimously concluded that the offer from Accel-KKR provides a compelling return for Eleco Shareholders and is in the best interests of Eleco Shareholders as a whole, for the following reasons:

- the terms of the Acquisition represent a very attractive premium of approximately:
 - 74.7 per cent. to the Closing Price of 134.5 pence per Eleco Share on 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period);

- 89.9 per cent. to the volume-weighted average price of 123.8 pence per Eleco Share for the six-month period ended on 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period); and
- 77.7 per cent. to the volume-weighted average price of 132.2 pence per Eleco Share for the twelve-month period ended on 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period);
- it provides an opportunity for Eleco Shareholders to achieve a full realisation of the value of their investment in cash in a company whose shares have limited daily trading liquidity on AIM, and for which it would otherwise be challenging for Eleco Shareholders of scale to realise their shareholdings in full without adversely affecting the Eleco Share price;
- the certainty of realising cash value under the Acquisition today should be weighed against the inherent uncertainty of the risks associated with the time and investment required to realise the value that Eleco could generate in the future. Those risks include macroeconomic uncertainty, an unstable geopolitical landscape, the cyclical nature of the construction and built environment end-markets, competitive forces (including the rapid pace of technological and AI-driven change in the software industry) and the execution risks inherent in Eleco's ongoing acquisition-led growth strategy; and
- the Acquisition represents an attractive implied enterprise value multiple of approximately 20.2 times EBITDA for the year ended 31 December 2025 and approximately 31.9 times Eleco's Cash EBITDA for the same period.

In addition to the financial terms of the Acquisition, the Eleco Board has taken into account Accel-KKR's intentions for the Eleco business, its management team, employees and other stakeholders. The Eleco Board welcomes Accel-KKR's stated intention that Bidco does not intend to make any material reduction to the Eleco Group's headcount, changes to the conditions of employment or the balance of skills and functions of the employees and management of the Eleco Group. The Eleco Board also welcomes Accel-KKR's confirmation that, following completion of the Acquisition, the existing contractual and statutory employment rights, including in relation to pensions, of all Eleco employees will be fully safeguarded in accordance with applicable laws.

The Eleco Board believes that Eleco will also benefit from ownership by Accel-KKR, with its financial resources and deep sector expertise, which will support Eleco in investing for growth and in accelerating the deployment of its strategy for the benefit of customers and employees.

Accordingly, having considered all of these factors, the Eleco Directors, who have been so advised by Stephens as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable and unanimously recommend that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Eleco Shareholders vote in favour of the Special Resolution at the General Meeting. In providing its advice to the Eleco Directors, Stephens has taken into account the commercial assessments of the Eleco Directors. Stephens is providing independent financial advice to the Eleco Directors for the purposes of Rule 3 of the Takeover Code.

5. Bidco's intentions with respect to Eleco's directors, management, employees, pensions, research and development and locations

Strategic plans for Eleco

As set out in paragraph 3 of this Part I, Bidco recognises that Eleco is a specialist technology provider for the built environment, with an attractive portfolio of products used throughout the building lifecycle. Eleco's technology and software are developed by teams of in-house developers working in close collaboration with customers, and are used by a global customer base. Bidco looks forward to working with Eleco's management and employees to support the continued growth and development of the business.

Accel-KKR is a technology-focused investment firm with deep experience in scaling software and tech-enabled services businesses, and believes that it can support management in Eleco's next phase of growth by investing in go-to-market and continued product capabilities to better service their customers across the building lifecycle. Eleco has developed a leading suite of solutions that should benefit from new features, including embedded AI offerings.

In addition, Accel-KKR sees the potential for strategic acquisitions to further enhance Eleco's product capabilities within construction execution software. Accel-KKR believes that the capital and operational resources for these opportunities will be more readily available to management under private ownership.

Prior to the Announcement, consistent with market practice, Bidco was granted access to Eleco's senior management for the purposes of confirmatory due diligence. Following the Acquisition becoming Effective, Bidco intends to work with Eleco's management team to undertake a detailed evaluation of the Eleco Group's operations, product roadmap and growth strategy. Bidco expects to complete this evaluation within approximately six months from the Effective Date. Accel-KKR has access to specialist cross functional resources across areas such as sales, customer support, product development and business operations. These specialists will review, among other topics:

- assessing the go-to-market capabilities in place to continue to drive revenue growth, including sales coverage across Eleco's customer segments, the effectiveness of cross-selling and upselling additional modules into the existing installed base and pricing and packaging;
- identifying the operational areas requiring further investment to deliver on management's growth plans, including the development of technology to support Eleco's SaaS transition, development of new AI-enabled functionality across the product portfolio, integration of the Eleco Group's products onto a common platform, and the scaling of the sales and customer support organisations;
- evaluating the customer implementation, onboarding and support model, including time-to-value for new customers, and the professional services and customer success resources required to sustain retention and expansion within the existing customer base; and
- identifying acquisition opportunities to accelerate the growth of the business by adding complementary, industry-leading and innovative products to Eleco's portfolio, including in adjacent construction technology products and workflows.

Employees and management

Bidco attaches great importance to the skills and expertise of Eleco's management and employees and recognises that the employees and management of Eleco will be key to the long-term success of the Eleco Group going forward.

Following completion of the Acquisition, certain functions which have historically been related to Eleco's status as a listed company may no longer be required or will be reduced in size to reflect Eleco ceasing to be a listed company. Where any roles are reduced, Bidco confirms that its intention is for any individual impacted to be treated in a manner consistent with Eleco's high standards, culture and practices, as well as applicable law.

Despite the expected reduction in listed company-related functions as described above, Bidco does not intend to make any material reduction to the Eleco Group's headcount, changes to the conditions of employment or the balance of skills and functions of the employees and management of the Eleco Group.

It is intended that, with effect from the Effective Date, each of the non-executive members of the Eleco Board shall resign from his or her office as a director of Eleco.

Existing employment rights and pensions

Bidco confirms that, following the Acquisition becoming Effective, the existing contractual and statutory employment rights, including in relation to pensions, of all Eleco management and employees will be fully safeguarded in accordance with applicable law and as specified further in the Cooperation Agreement.

Bidco does not intend to make any changes to the benefits provided by Eleco's defined contribution pension arrangements (including with regard to the accrual of benefits for existing members and the admission of new members) and intends for the employer to continue to make contributions in line with current arrangements. No member of the Eleco Group participates in any defined benefit pension scheme and it does not have any current or historical obligations towards any pension arrangements providing benefits on a defined benefit basis.

Management incentive arrangements

Following the Acquisition becoming Effective, Bidco intends to review the management, governance and incentive structure of Eleco. While Bidco may have discussions and enter into arrangements with certain members of the Eleco management team following the Effective Date, Bidco has not entered into, and has not had discussions on proposals to enter into, any form of incentivisation arrangements with members of Eleco's management to date and does not intend to do so prior to the Effective Date.

Headquarters, locations, fixed assets and research and development

Bidco does not intend to make any material changes to, or to redeploy, any of Eleco's fixed assets. Bidco also has no plans to carry out any changes in the location or functions of Eleco's London headquarters or with regard to Eleco's operations and places of business, other than in respect of the listed company-related functions as described above.

Bidco does not intend to make any changes to Eleco's research and development functions, which it believes will continue to be a key driver of innovation and growth, except for potential investments to strengthen these capabilities.

Trading facilities

The Eleco Shares are currently traded on AIM and, as set out in paragraph 11 of this Part I, a request will be made to the London Stock Exchange to cancel the admission to trading on AIM of the Eleco Shares, to take effect from or shortly after the Effective Date. As stated in paragraph 7 of Part II of this document, dealings in Eleco Shares will be suspended prior to the Effective Date and thereafter there will be no trading facilities in relation to Eleco Shares, and steps will be taken to re-register Eleco as a private company.

Post-offer undertakings

No statements in this paragraph 5 of this Part I constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

6. Irrevocable undertakings and letters of intent

Bidco has received irrevocable undertakings from the Eleco Directors who hold Eleco Shares to vote (or, where applicable, procure voting) in favour of the resolutions relating to the Scheme and the Acquisition at the Meetings (or in the event that the Acquisition is implemented by an Offer, to accept (or procure the acceptance of) such Offer), in respect of, in aggregate, 408,725 Eleco Shares, representing approximately 0.5 per cent. of the existing issued ordinary share capital of Eleco as at the Last Practicable Date. These undertakings will remain binding in the event that a higher competing offer for Eleco is made.

Bidco has also received irrevocable undertakings from Allen & Co and certain members of the Ketteley family to vote (or, where applicable, procure voting) in favour of the resolutions relating to the Scheme and the Acquisition at the Meetings (or in the event that the Acquisition is implemented by an Offer, to accept or procure the acceptance of such Offer), in respect of 19,788,330 Eleco Shares, representing approximately 23.4 per cent. of the existing issued ordinary share capital of Eleco as at the Last Practicable Date.

In addition, Bidco has received non-binding letters of intent from Charles Stanley, J O Hambro, Janus, Jupiter and Tikvah to vote (or, where applicable, procure voting) in favour of the resolutions relating to the Scheme and the Acquisition at the Meetings (or in the event that the Acquisition is implemented by an Offer, to accept or procure the acceptance of such Offer), in respect of 19,855,349 Eleco Shares, representing approximately 23.5 per cent. of the existing issued ordinary share capital of Eleco as at the Last Practicable Date.

In total therefore, Bidco has received irrevocable undertakings and letters of intent to vote (or, where applicable, procure voting) in favour of the resolutions relating to the Scheme and the Acquisition at the Meetings (or in the event that the Acquisition is implemented by an Offer, to accept or procure the acceptance of such Offer) in respect of, in aggregate, 40,052,404 Eleco Shares, representing approximately 47.5 per cent. of the existing issued ordinary share capital of Eleco as at the Last Practicable Date.

Further details of these irrevocable undertakings and letters of intent (including the circumstances in which they cease to be binding) are set out in paragraph 5 of Part VI of this document.

7. Eleco Share Plan

Participants in the Eleco Share Plan will be contacted separately regarding the effect of the Scheme on their rights under the Eleco Share Plan and with details of the arrangements and proposals, which reflect their rights under the Eleco Share Plan, applicable to them.

A summary of the impact of the Scheme on Eleco Share Plan Participants' rights under the Eleco Share Plan is set out in paragraph 5 of Part II of this document.

8. Information relating to Eleco

Eleco is a specialist international provider of software and related services to the built environment, headquartered in London, United Kingdom.

Eleco operates through its operating brands Eleco, BestOutcome, Pemac, and Eleco Technologies, from centres of excellence in the UK, Ireland, Sweden, Germany, the Netherlands, Romania, Australia and the U.S. The Eleco Group's software solutions are used throughout the building lifecycle, from early planning and design stages to construction, interior fit out, asset management and facilities management, supporting project management, estimation, building information modelling (BIM) and property management. The Eleco Group's principal products include Asta Powerproject and Bidcon (project planning, scheduling and cost management), IconSystem (design standards and data management), ShireSystem and Pemac (computerised maintenance management and facilities management), and PM3 and Kivue (project portfolio management). Eleco's software has been used on high-profile projects including The Shard and V&A Museum in London, the Warsaw Metro extension in Poland and Hong Kong International Airport, Hong Kong. As at 31 December 2025, the Eleco Group had 316 employees across eight countries.

For the financial year ended 31 December 2025, Eleco reported revenue of £38.8 million, an increase of 20 per cent. (2024: £32.4 million), Adjusted EBITDA of £10.2 million, an increase of 32 per cent. (2024: £7.7 million), and adjusted profit before taxation of £7.3 million, an increase of 35 per cent. (2024: £5.4 million), annualised recurring revenue at 31 December 2025 increased by 29 per cent. to £34.3 million (2024: £26.6 million) and total recurring revenue increased by 26 per cent. to £31.3 million (2024: £24.9 million), representing 81 per cent. of total revenue (2024: 77 per cent.). Cash at 31 December 2025 was £16.3 million (2024: £14.0 million), the Eleco Group remained free of debt, and total dividends for the year were increased by 20 per cent. to 1.20 pence per Eleco Share. The 2025 results included a non-cash impairment charge of £2.3 million in respect of the carrying value of the Eleco Group's former visualisation business, Veeuze GmbH.

On 23 July 2026, Eleco released a trading update for the six months ended 30 June 2026, reporting:

- annualised recurring revenue at 30 June 2026 up 16 per cent. to approximately £35.5 million (30 June 2025: £30.7 million), a further record for the Eleco Group, with organic annualised recurring revenue up approximately 23 per cent.;
- total recurring revenue up 14 per cent. to approximately £16.9 million, representing 85 per cent. of total revenue (H1 FY25: 81 per cent.), with organic total recurring revenue up approximately 20 per cent.;
- total revenue up 8 per cent. to approximately £19.9 million (H1 FY25: £18.4 million), with organic revenue growth of 15 per cent.; and
- cash at 30 June 2026 of £15.4 million, with the Eleco Group remaining free of debt (excluding finance leases and similar financial liabilities).

Eleco's interim results for the six months ended 30 June 2026 were released on 15 September 2026. Please see Part A of Part V of this document for further details.

9. Information relating to Bidco and Accel-KKR

Bidco

Bidco is a private limited company incorporated in England and Wales. It is a newly formed company which will, as at the Effective Date, be indirectly wholly-owned by funds managed and/or advised by Accel-KKR and its affiliates. Bidco was formed for the purposes of the Acquisition and has not traded since its date of formation, nor has it entered into any obligations other than in connection with the Acquisition.

Accel-KKR

Accel-KKR is a global private equity firm with over \$23 billion in cumulative capital commitments. Accel-KKR focuses on investing in mid-market software and technology-enabled services companies. Founded in 2000, Accel-KKR has extensive experience investing in growth technology companies across a range of sectors, including the construction and facilities management industries. Accel-KKR is authorised and regulated by the Securities and Exchange Commission.

10. Eleco current trading and outlook

Eleco issued its unaudited interim results for the six-month period ended 30 June 2026 on 15 September 2026 ("**Eleco Interim Results**"), which are available on Eleco's website at <https://ir.eleco.com/regulatory/interim-results-18/>. The Eleco Interim Results announcement included the following statement on the outlook for the Eleco Group:

"In the first half of 2026, we have delivered yet again very impressive financial metrics for the Group. Underpinned with our customer-focused strategy and robust business model, we have supplemented this organic growth with the divestment of Veeuze and the acquisition of Kivue Ltd.

Eleco remains well positioned with its high recurring revenue, innovation and trusted domain experience to further harness positive industry drivers. The future for Eleco remains positive."

Eleco delivered a strong performance in the six-month period ended 30 June 2026, with total revenue increasing by 8 per cent. to £19.9 million and Total Recurring Revenue increasing by 14 per cent. to £16.9 million, representing 85 per cent. of total revenue. Annualised Recurring Revenue reached a record £35.5 million, an increase of 16 per cent., while Adjusted EBITDA increased by 30 per cent. to £5.6 million and adjusted profit before tax increased by 93 per cent. to £5.2 million.

The Board remains confident in Eleco's future prospects, supported by its resilient business model and higher levels of recurring revenues, trusted customer relationships and the commitment and expertise of its employees, together with the long-term digital transformation of the built environment and increasing regulatory and sustainability demands. The Board's stated strategy remains focused on attracting new customers, retaining and deepening existing customer relationships and evaluating select acquisition opportunities that enhance the Eleco Group's capabilities and market position.

11. Cancellation of the admission to trading on AIM of the Eleco Shares and re-registration

Your attention is drawn to paragraph 7 of Part II of this document, which explains the consequences of the intended cancellation of the admission to trading on AIM of the Eleco Shares and the re-registration of Eleco as a private company limited by shares following the Scheme becoming Effective.

12. The Scheme and the Meetings

The Acquisition is being implemented by way of a Court-sanctioned scheme of arrangement between Eleco and the Scheme Shareholders under Part 26 of the Companies Act, although Bidco reserves the right to elect to implement the Acquisition by way of an Offer (subject to Panel consent, where necessary). The procedure involves an application by Eleco to the Court to sanction the Scheme, which will involve the Scheme Shares being transferred to Bidco, in consideration for which Scheme Shareholders will receive cash (on the basis described in paragraph 2 above).

To become Effective, the Scheme requires, among other things, the approval of a majority in number of Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy at the Court Meeting, representing not less than 75 per cent. in value of the Scheme Shares held by such Scheme

Shareholders present and voting at the Court Meeting (or any adjournment of the Court Meeting) and the passing of the Special Resolution necessary to implement the Scheme at the General Meeting. Following the Court Meeting and the General Meeting and the satisfaction (or, where applicable, waiver) of the other Conditions, the Scheme must also be sanctioned by the Court. The Scheme will only become Effective upon a copy of the Court Order being delivered to the Registrar of Companies. Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended, spoke and/or voted at the Court Meeting or the General Meeting (and, if they attended, spoke and/or voted, whether or not they voted in favour).

IT IS IMPORTANT THAT, FOR THE COURT MEETING IN PARTICULAR, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDERS' OPINION. WHETHER OR NOT YOU INTEND TO ATTEND THE COURT MEETING AND/ OR THE GENERAL MEETING, YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY OR APPOINT A PROXY THROUGH THE CREST ELECTRONIC PROXY APPOINTMENT SERVICE OR ELECTRONICALLY THROUGH WWW.SHAREGATEWAY.CO.UK (AS APPROPRIATE) AS SOON AS POSSIBLE.

Further details of the Scheme and the Meetings are set out in paragraph 6 of Part II of this document.

13. Action to be taken

Your attention is drawn to pages 3 to 5 and paragraph 12 of Part II of this document, which explain the actions you should take in respect of voting in respect of the Acquisition at the Meetings.

Overseas Shareholders should refer to paragraph 11 of Part II of this document for important information.

14. United Kingdom taxation

A summary of certain UK tax consequences of the Scheme is set out in paragraph 9 of Part II of this document. **That summary relates only to the position of certain categories of Scheme Shareholder (as explained further in paragraph 9 of Part II of this document), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme. If you are in any doubt about your own tax position or you are subject to taxation in any jurisdiction other than the UK, you are strongly advised to consult an appropriately qualified professional adviser immediately.**

15. Further information

Your attention is drawn to the Explanatory Statement set out in Part II, the full terms and Conditions of the Scheme set out in Part III, the additional information set out in Part VI, the Scheme itself in Part IV and the notices of the Meetings set out in Part VIII and Part IX of this document.

You should read the whole of this document (and the accompanying documents) and not rely solely on the information contained in this letter or the Explanatory Statement.

16. Eleco Board Recommendation

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

Accordingly, the Eleco Directors unanimously recommend that Scheme Shareholders vote in favour (or procure votes in favour) of the Scheme at the Court Meeting and that Eleco Shareholders vote in favour (or procure votes in favour) of the Special Resolution to be proposed at the General Meeting as the Eleco Directors who hold Eleco Shares have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings over which they have control, being, in aggregate 408,725 Eleco Shares, representing approximately 0.5 per cent. of the existing issued ordinary share capital of Eleco as at 6.00 p.m. on the Last Practicable Date.

In the event that the Acquisition is implemented by way of an Offer, the Eleco Directors unanimously recommend that Eleco Shareholders accept (or procure acceptance of) such Offer, and have irrevocably undertaken to accept or procure acceptance of such Offer in respect of their own registered and beneficial holdings of Eleco Shares (or those Eleco Shares over which they have control). Further details of these irrevocable undertakings (including the circumstances in which they cease to be binding) are set out in paragraph 5 of Part VI of this document.

Yours faithfully,

Mark Castle

Non-Executive Chair

PART II

EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act)

2 October 2026

To: **Eleco Shareholders and, for information only, to Eleco Share Plan Participants and persons with information rights**

Dear Eleco Shareholder,

**Recommended cash acquisition of
Eleco plc (“Eleco” or the “Company”) by
Avocet Bidco Limited (“Bidco”)
(a newly formed company which will, as at the Effective Date, be indirectly wholly-owned by
funds managed and/or advised by Accel-KKR and its affiliates)
to be effected by way of scheme of arrangement
under Part 26 of the Companies Act**

1. Introduction

On 10 September 2026, the boards of Bidco and Eleco announced that they had reached agreement on the terms of a recommended all cash offer pursuant to which Bidco would acquire the entire issued and to be issued share capital of Eleco. It is intended that the Acquisition will be effected by means of a Court-sanctioned scheme of arrangement of Eleco under Part 26 of the Companies Act.

Your attention is drawn to the letter from the Chair of Eleco, set out in Part I of this document, which forms part of this Explanatory Statement. That letter contains, among other things, the unanimous recommendation of the Eleco Directors to Eleco Shareholders to vote, or procure the vote, in favour of the Resolutions to approve and implement the Scheme, which will be proposed at the Court Meeting and General Meeting to be held on 27 October 2026, and an explanation of the background to, and their reasons for, recommending the financial terms of the Acquisition.

The letter from the Chair of Eleco also states that the Eleco Directors, who have been so advised by Stephens as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing financial advice to the Eleco Directors, Stephens has taken into account the commercial assessments of the Eleco Directors. Stephens is providing independent financial advice to the Eleco Directors for the purposes of Rule 3 of the Takeover Code.

The Eleco Directors unanimously recommend that Scheme Shareholders vote in favour, or procure votes in favour, of the Scheme at the Court Meeting and that Eleco Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting which is to be convened to approve the Acquisition (or, in the event that the Acquisition is to be effected by way of an Offer, to accept, or procure the acceptance of, such Offer), as the Eleco Directors who are interested in Eleco Shares have irrevocably undertaken to do in respect of their own registered and beneficial holdings of Eleco Shares (or those Eleco Shares over which they have control), being a total of 408,725 Eleco Shares (representing, in aggregate, approximately 0.5 per cent. of the Eleco Shares in issue at 6.00 p.m. on the Last Practicable Date).

Stephens has been authorised by the Eleco Board to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information. In giving its advice, Stephens is advising the Eleco Board in relation to the Acquisition and is not acting for any Eleco Director in their personal capacity nor for any Eleco Shareholder in relation to the Acquisition. Stephens will not be responsible to any such person for providing the protections afforded to its clients or for advising any such person in relation to the Acquisition. In particular, Stephens will not owe any duties or responsibilities to any particular Eleco Shareholder concerning the Acquisition.

Statements made or referred to in this letter regarding Bidco's reasons for the Acquisition, information concerning the business of the Bidco Group or Accel-KKR and/or the intentions or expectations of the Bidco Director in respect of the Bidco Group and/or the Eleco Group reflect the views of the Bidco Director. Statements made or referred to in this letter regarding the background to, and reasons for, the recommendation of the Eleco Directors, information concerning the business of the Eleco Group, and/or the intentions or expectations of the Eleco Directors in respect of the Eleco Group, reflect the views of the Eleco Directors.

This Explanatory Statement contains a summary of the provisions of the Scheme. The terms of the Scheme are set out in full in Part IV of this document. Your attention is also drawn to the other parts of this document, which are deemed to form part of this Explanatory Statement, including the letter from the Chair of Eleco set out in Part I of this document, the Conditions and certain further terms set out in Part III of this document and the additional information set out in Part VI of this document. For Overseas Shareholders, your attention is drawn to paragraph 11 of this Part II.

2. Summary of the terms of the Acquisition

The Acquisition is to be effected by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act, which requires the approval by the requisite majorities of Scheme Shareholders at the Court Meeting and Eleco Shareholders at the General Meeting and the sanction of the Court.

Under the terms of the Acquisition, which will be subject to the Conditions referred to in paragraph 6.2 of Part II of this document and set out in full in Part III of this document, Eleco Shareholders will be entitled to receive:

for each Eleco Share held: 235 pence in cash

The Acquisition Price per Eleco Share represents a premium of approximately:

- 74.7 per cent. to the Closing Price of 134.5 pence per Eleco Share on 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period);
- 86.0 per cent. to the volume weighted average price of 126.3 pence per Eleco Share for the three-month period ended 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period);
- 89.9 per cent. to the volume weighted average price of 123.8 pence per Eleco Share for the six-month period ended 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period); and
- 77.7 per cent. to the volume weighted average price of 132.2 pence per Eleco Share for the twelve-month period ended 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period).

The Acquisition values Eleco's entire issued, and to be issued, ordinary share capital at approximately £207.6 million on a fully diluted basis, and implies an enterprise value of £192.4 million, a multiple of approximately 20.2 times Eleco's EBITDA for the twelve months ended 31 December 2025 and approximately 31.9 times Eleco's Cash EBITDA for the same period.

Eleco Shareholders representing 47.5 per cent. of Eleco Shares are supportive of the Acquisition through irrevocable undertakings and letters of intent, as described in further detail in paragraphs 5.1 to 5.3 (inclusive) of Part VI of this document.

If any dividend or other distribution or return of value is announced, declared, made, paid or becomes payable by Eleco in respect of the Eleco Shares on or after the Announcement Date and prior to the Effective Date, Bidco reserves the right to reduce the Acquisition Price payable for each Eleco Share under the terms of the Acquisition by the amount per Eleco Share of such dividend and/or distribution and/or other return of capital or value, in which case any reference in this document to the Acquisition Price payable for each Eleco Share under the terms of the Acquisition will be deemed to be a reference to the Acquisition Price 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 or the Acquisition. In such circumstances, Eleco Shareholders would be entitled to retain any such dividend, distribution and/or other return of capital or value.

If the Scheme becomes Effective, all of the Scheme Shares will be transferred to Bidco. Eleco will thus become a subsidiary of Bidco.

In the event that the Acquisition is to be effected by way of an Offer, Eleco Shares will be acquired pursuant to the Offer fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto including the right to receive and retain all dividends and distributions declared, made or paid by reference to a record date after the Effective Date.

Subject to satisfaction (or waiver, where applicable) of the relevant Conditions, the Scheme is expected to become Effective during or prior to Q1 2027 and, in any event, prior to the Long Stop Date.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attend, speak and/or vote at the Court Meeting and/or the General Meeting.

Subject to satisfaction or (where applicable) waiver of all relevant Conditions, an application will be made to the London Stock Exchange for the Eleco Shares to cease to be admitted to trading on AIM to take effect from shortly after the Effective Date.

3. Financing of the Acquisition and cash confirmation

The cash consideration payable to Eleco Shareholders under the terms of the Acquisition will be financed by equity to be invested by funds managed and/or advised by Accel-KKR.

In accordance with Rule 24.8 of the Takeover Code, Rothschild & Co, in its capacity as financial adviser to Bidco and Accel-KKR, is satisfied that sufficient resources are available to Bidco to satisfy in full the cash consideration payable to Eleco Shareholders under the terms of the Acquisition.

Further information on the financing of the Acquisition is set out in paragraph 7.3 of Part VI of this document.

4. The Eleco Directors and the effect of the Scheme on their interests

Details of the interests of the Eleco Directors in the share capital of Eleco, and options in respect of such share capital granted pursuant to the Eleco Share Plan, are set out in paragraph 4 of Part VI of this document. Eleco Shares held by the Eleco Directors will be subject to the Scheme.

The effect of the Scheme on the options held by the Eleco Directors and the other Eleco Share Plan Participants is summarised in paragraph 5 of this Part II.

Particulars of the service contracts and letters of appointment of the Eleco Executive Directors and Eleco Non-Executive Directors are set out in paragraphs 8.1 and 8.2, respectively, of Part VI of this document.

Each of the Eleco Non-Executive Directors will step down from the Eleco Board on the Effective Date and will receive payment in lieu of their contractual notice period of three months.

Save as set out above, the effect of the Scheme on the interests of the Eleco Directors does not differ from its effect on the like interests of any other person.

5. Eleco Share Plan

The Eleco Group operates the Eleco Share Plan to reward and retain its employees.

Eleco Share Plan Participants will be contacted separately on or around the date of this document regarding the effect of the Scheme on their rights under the Eleco Share Plan and will be provided with details of the appropriate proposals being made by Bidco in accordance with Rule 15 of the Takeover Code ("**Share Plan Letters**").

A summary of the effect of the Scheme on the rights of the Eleco Share Plan Participants is set out below. In the event of any inconsistency or conflict between the summary set out below and the rules of the Eleco

Share Plan, the Share Plan Letters and/or the proposed amendments to the Articles, the provisions of the Eleco Share Plan, the Share Plan Letters or the Articles as so amended (as applicable) shall prevail.

Subject to the proposed amendments to the Articles being approved at the General Meeting, the Scheme will apply to any Eleco Shares (which would not otherwise be Scheme Shares) which are unconditionally allotted, issued or transferred to satisfy the exercise of options under the Eleco Share Plan before the Scheme Record Time.

Additionally, the proposed amendments to the Articles will mean that any Eleco Shares allotted, issued (or transferred from treasury) on or after the Scheme Record Time to satisfy the exercise of options under the Eleco Share Plan will (subject to the Scheme becoming Effective) be immediately transferred to Bidco (and/or such other nominee(s) of Bidco as it may determine) in exchange for the same consideration per Scheme Share as Scheme Shareholders will be entitled to receive under the Scheme. Further information in respect of the proposed amendments to the Articles is contained in the Notice of General Meeting in Part IX of this document.

Outstanding unvested options granted under the Eleco Share Plan that would not otherwise vest prior to the Court Sanction Hearing will, in connection with the Acquisition, become fully vested and exercisable upon the Scheme being sanctioned by the Court at the Court Sanction Hearing. Eleco's remuneration committee has resolved, conditional upon the Scheme being sanctioned by the Court at the Court Sanction Hearing, that all applicable performance targets and remaining vesting periods attaching to options will be waived or disapplied for this purpose.

Under the appropriate proposals to be set out in the Share Plan Letters, Eleco Share Plan Participants will be invited to conditionally exercise their vested options to the fullest extent possible and, in respect of unvested options, conditional upon the Scheme being sanctioned by the Court. If an Eleco Share Plan Participant becomes a holder of Eleco Shares prior to the Scheme Record Time, such Eleco Shares will participate in the Scheme. Any Eleco Shares allotted, issued or transferred pursuant to the exercise of options after the Scheme Record Time will, subject to the Scheme becoming Effective, be acquired by Bidco pursuant to the proposed amendments to the Articles described above.

Options granted under the Eleco Share Plan (other than the CSOP Sub-Plan) ("**EMI Options**") will remain exercisable for a period of one month following the Effective Date and will then lapse to the extent not exercised (subject to any earlier lapse in accordance with their terms).

Options granted under the CSOP Sub-Plan, all of which are non-tax advantaged options ("**CSOP Options**") will remain exercisable for a period of 20 days following the Effective Date and will then lapse to the extent not exercised (subject to any earlier lapse in accordance with their terms).

The Eleco ESOT

The Eleco ESOT will be requested to use the Eleco Shares it holds to satisfy any options that are exercised in connection with the Acquisition as far as possible in priority to the issue of any new Eleco Shares.

6. Structure of the Acquisition and Conditions

6.1 The Scheme

The Acquisition is to be effected by means of a Court-sanctioned scheme of arrangement between Eleco and Scheme Shareholders under Part 26 of the Companies Act. The procedure requires approval of the Scheme by Scheme Shareholders at the Court Meeting and approval of the Special Resolution by Eleco Shareholders at the General Meeting and the sanction of the Scheme by the Court at the Court Sanction Hearing. The Scheme is set out in full in Part IV of this document. If the Scheme becomes Effective, it will result in Eleco becoming a subsidiary of Bidco.

The Scheme provides for the transfer of the Scheme Shares held by Scheme Shareholders as at the Scheme Record Time for a consideration of 235 pence in cash per Scheme Share payable to the Scheme Shareholders.

6.2 **Conditions to the Acquisition**

The Conditions to the Acquisition are set out in full in Part III of this document. In summary, the implementation of the Scheme is conditional upon, and will only become Effective if, among other things, the following events occur on or before the Long Stop Date:

- a resolution to approve the Scheme is passed by a majority in number of the Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy, representing 75 per cent. or more in value of each class of the Scheme Shares held by those Scheme Shareholders at the Court Meeting or at any adjournment thereof on or before the 22nd day after the date of the Court Meeting set out in this document (or such later date as may be agreed between Eleco and Bidco and the Court may allow);
- the Special Resolution necessary to implement the Scheme is passed at the General Meeting to be held on or before the 22nd day after the date of the General Meeting set out in this document (or such later date as may be agreed between Eleco and Bidco and the Court may allow), which will require the approval of Eleco Shareholders representing at least 75 per cent. of the votes cast at the General Meeting, either in person or by proxy;
- following the Meetings, and subject to the satisfaction or (where applicable) waiver of all the other Conditions, the Scheme is sanctioned by the Court (without modification, or with modification on terms agreed by Bidco and Eleco) on or before the 22nd day after the expected date of the Court Sanction Hearing set out in this document (or such later date as may be agreed between Bidco and Eleco and the Court may allow); and
- following such sanction, a copy of the Court Order is delivered to the Registrar of Companies, whereupon the Scheme will become Effective.

6.3 **The Meetings**

Before the Court's sanction can be sought for the Scheme, the Scheme requires approval by Scheme Shareholders at the Court Meeting and the passing of the Special Resolution by Eleco Shareholders at the General Meeting, in each case, by the requisite majorities. Notices of the Court Meeting and the General Meeting are set out in Part VIII and Part IX of this document, respectively. Subject as set out below, all Scheme Shareholders or Eleco Shareholders (as relevant) whose names appear on the register of members of Eleco at the Voting Record Time, or, if any such Meeting is adjourned, on the register of members at 6.00 p.m. on the day which is 48 hours (excluding any part of a day that is a non-Business Day) before the time fixed for such adjourned Meeting, will be entitled to attend, speak and vote at the Court Meeting and the General Meeting, in respect of the Eleco Shares registered in their names at the relevant time.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended, spoke and/or voted at the Court Meeting or the General Meeting (and irrespective of whether or not they voted in favour of the Resolutions at such Meetings).

Any Eleco Shares which Bidco, or any other member of the Wider Bidco Group (or their respective nominees) may acquire before the Court Meeting are not Scheme Shares and therefore none of Bidco or any other member of the Wider Bidco Group (or their respective nominees) is entitled to vote at the Court Meeting in respect of any Eleco Shares held or acquired by it or them and will not exercise, or procure the exercise of, the voting rights attaching to such Eleco Shares at the General Meeting.

If the Scheme does not become Effective on or before the Long Stop Date, it will lapse and the Acquisition will not proceed.

6.3.1 *The Court Meeting*

The Court Meeting has been convened at the direction of the Court for 10.30 a.m. (London time) on 27 October 2026 for Scheme Shareholders to consider and, if thought fit, approve, the Scheme.

At the Court Meeting, voting will be by poll and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held as at the Voting Record Time.

The approval required at the Court Meeting is a majority in number of those Scheme Shareholders present and voting in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares held by such Scheme Shareholders.

The result of the vote at the Court Meeting will be publicly announced via a Regulatory Information Service as soon as practicable after it is known and, in any event, by no later than 8.00 a.m. (London time) on the Business Day following the Court Meeting.

Neither Bidco nor any other member of the Wider Bidco Group currently owns any Eleco Shares, either as registered holder or through a nominee. Any Eleco Shares which are registered in the name of, or beneficially owned by, Bidco or any other member of the Wider Bidco Group at the Voting Record Time would be excluded from the definition of “Scheme Shares” and therefore could not be voted at the Court Meeting.

IT IS IMPORTANT THAT AS MANY VOTES AS POSSIBLE ARE CAST (WHETHER IN PERSON OR BY PROXY) AT THE COURT MEETING SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF OPINION OF THE SCHEME SHAREHOLDERS.

ELECO SHAREHOLDERS ARE THEREFORE STRONGLY ENCOURAGED TO VOTE BY APPOINTING THE CHAIR OF THE COURT MEETING AS THEIR PROXY BY COMPLETING AND RETURNING THE BLUE FORM OF PROXY OR APPOINTING AN ELECTRONIC OR CREST PROXY FOR THE COURT MEETING AS SOON AS POSSIBLE AND, IN ANY EVENT, SO AS TO BE RECEIVED BY 10.30 A.M. ON 23 OCTOBER 2026. THE CHAIR OF THE COURT MEETING WILL VOTE IN ACCORDANCE WITH THE VOTING INSTRUCTIONS OF THE APPOINTING ELECO SHAREHOLDER.

6.3.2 *The General Meeting*

The General Meeting has been convened for 10.45 a.m. (London time) on 27 October 2026, or as soon as reasonably practicable thereafter following the conclusion or adjournment of the Court Meeting, for Eleco Shareholders to consider and, if thought fit, pass, the Special Resolution necessary to implement the Scheme and certain related matters. The Special Resolution is proposed to approve:

- (i) giving the Eleco Directors authority to take all necessary action to carry the Scheme into effect; and
- (ii) amending the Articles as described in paragraph 6.5 of this Part II.

The approval required for the Special Resolution at the General Meeting is at least 75 per cent. of the votes cast, in person or by proxy.

BLUE Forms of Proxy for use at the Court Meeting and WHITE Forms of Proxy for use at the General Meeting should be returned by post using the pre-paid envelope provided, or, during normal business hours, by hand to the Company’s registrar, Neville Registrars, as soon as possible and, in any event, so as to be received not later than 48 hours (excluding any part of a day that is not a Business Day) before the time appointed for the relevant Meeting (or, in the case of an adjournment, not later than 48 hours (excluding any part of a day that is not a Business Day) before the time fixed for the holding of the adjourned Meeting).

If the BLUE Form of Proxy for the Court Meeting is not returned by the above time, it may be handed to the Chair of the Court Meeting or to Neville Registrars, on behalf of the Chair of the Court Meeting before the start of the Court Meeting. However, in the case of the General Meeting, if the WHITE Form of Proxy is not returned so as to be received by the time mentioned above and in accordance with the instructions on the Form of Proxy it will be invalid.

The completion and return of a Form of Proxy will not prevent you from attending, speaking and voting in person at either the Court Meeting or the General Meeting, or at any adjournment thereof, if you so wish and are so entitled.

Further information about the procedures for appointing proxies and giving voting instructions (including the appointment of proxies through the CREST electronic proxy appointment service and the submission of proxies online using the facility at www.sharegateway.co.uk) is set out in paragraph 12 of this Part II and on pages 3 to 5 of this document.

6.4 ***Court Sanction Hearing***

Under the Companies Act, in order for the Scheme to become Effective, the Scheme requires the sanction of the Court. The Court Sanction Hearing to sanction the Scheme is currently expected to be held during or prior to Q1 2027, subject to the availability of the Court and the prior satisfaction or (where applicable) waiver of the other Conditions set out in Part III of this document. Bidco has confirmed that it will be represented by counsel at such hearing so as to consent to the Scheme and to undertake to the Court to be bound thereby.

Scheme Shareholders are entitled, should they wish to do so, to attend the Court Sanction Hearing in person or through counsel. If it is a physical hearing, it will be held at the Royal Courts of Justice, The Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL, United Kingdom. If it is a remote hearing, or a hybrid hearing, details of how to attend remotely will be published on the Company's website (<https://ir.eleco.com/investor-relations/offer-for-eleco>) when they become available.

Following the sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is expected to occur during or prior to Q1 2027, subject to satisfaction (or, where applicable, waiver) of the Conditions.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended, spoke and/or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on, the Special Resolution at the General Meeting.

If the Scheme does not become Effective by the Long Stop Date, the Scheme will not become Effective and the Acquisition will not proceed.

6.5 ***Amendment of Eleco's articles of association***

It is proposed, as part of the Special Resolution to be proposed at the General Meeting relating to the Scheme, to amend the Articles to ensure that (i) any Eleco Shares issued after the adoption of the amended Articles and at or prior to the Scheme Record Time, other than to Bidco and/or its nominees, will be subject to and bound by the Scheme; and (ii) any Eleco Shares issued after the Scheme Record Time other than to Bidco and/or its nominees, will be automatically acquired by Bidco (and/or its nominees) for the same consideration as is payable under the Scheme (other than as to timing and formalities) (in each case, subject to the Scheme becoming Effective in accordance with its terms). This will avoid any person (other than Bidco and/or its nominees) holding shares in the capital of Eleco after the Effective Date. Paragraph 1.1.3 of the Special Resolution set out in the notice of General Meeting beginning on page 83 of this document seeks the approval of Eleco Shareholders for such amendment.

6.6 ***Modifications to the Scheme***

The Scheme contains a provision for Eleco and Bidco jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Scheme which might be material to the interests of Scheme Shareholders, unless Scheme Shareholders were informed of any such modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances.

6.7 ***Implementation by way of an Offer***

Subject to obtaining the consent of the Panel, Bidco reserves the right to elect to implement the Acquisition by way of an Offer as an alternative to the Scheme. In such event, such Offer will be

implemented on substantially the same terms and Conditions, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments to reflect the change of method of effecting the Acquisition.

7. Cancellation of the admission to trading on AIM of the Eleco Shares and re-registration

It is expected that the last day of dealings in Eleco Shares on AIM will 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.

Eleco intends that, prior to the Scheme becoming Effective, an application will be made to the London Stock Exchange for the Eleco Shares to cease to be admitted to trading on AIM to take effect one Business Day after the Effective Date. As soon as practicable following the Effective Date, it is intended that Eleco will be re-registered as a private company limited by shares under the relevant provisions of the Companies Act.

8. Settlement

Subject to the Scheme becoming Effective, settlement of the Consideration to which any holder of Scheme Shares is entitled will be effected not later than 14 days after the Effective Date in the manner set out below.

Except with the consent of the Panel or where the cashless exercise facility referred to in paragraph 5 of this Part II applies, settlement of the consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which Bidco may otherwise be, or claim to be, entitled against such Scheme Shareholder.

All documents and remittances sent through the post will be sent at the risk of the person(s) entitled thereto.

8.1 Consideration where Scheme Shares are held in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form (that is, in CREST), the Consideration to which such a Scheme Shareholder is entitled will be transferred to such person through CREST, by Bidco procuring the creation of an assured payment obligation in favour of the appropriate CREST account(s) of the persons entitled thereto in accordance with the CREST assured payment arrangements (as set out in the CREST Manual), in respect of the Consideration payable, provided that Bidco reserves the right to pay all or any part of the Consideration referred to above in respect of any Scheme Shareholders who hold over 100,000 Scheme Shares by cheque in the manner referred to in paragraph 8.2 of this Part II if, for any reason, it wishes to do so.

As from the Effective Date, each holding of Eleco Shares credited to any stock account in CREST shall be disabled and all Eleco Shares will be removed from CREST in due course thereafter.

8.2 Consideration where Scheme Shares are held in certificated form

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form (that is, not in CREST), settlement of the Consideration due under the Scheme in respect of Scheme Shares held in certificated form shall be dispatched:

- where such Scheme Shareholder holds over 100,000 Scheme Shares in certificated form and, prior to the Scheme Record Time, provides Neville Registrars with the requisite electronic payment mandate, by way of an electronic BACS transfer;
- by first class post, by cheque drawn on a branch of a UK clearing bank; or
- by such other method as may be approved by the Panel.

All such cash payments shall be paid in pounds sterling. All payments made by electronic BACS transfer to the account indicated in such mandate will be made within 14 days of the Effective Date. All deliveries of cheques required to be made pursuant to the Scheme shall be effected by Bidco by sending the same by first class post in pre-paid envelopes addressed to the persons entitled thereto at their respective addresses as appearing in the Eleco share register at the Scheme Record Time or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in such register (except, in either case, as directed in writing by the relevant holder or joint holder).

Cheques shall be dispatched as soon as practicable after the Effective Date and, in any event, not later than 14 days after the Effective Date.

On the Effective Date, each certificate representing a holding of Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Eleco, delivered up to Eleco or Neville Registrars, or to any person appointed by Eleco to receive the same.

If any Scheme Shareholders have not encashed their cheques within six months from the Effective Date, the cash consideration due to such Scheme Shareholders under the Scheme shall be held by Neville Registrars for a period of 12 years from the Effective Date in a separate bank account established solely for that purpose, and such Scheme Shareholders may claim the consideration due to them by written notice to Neville Registrars at any time during such 12-year period.

8.3 **Consideration where Eleco Shares are held or acquired pursuant to the Eleco Share Plan**

In the case of Eleco Shares acquired by Eleco Share Plan Participants pursuant to the exercise of options granted under the Eleco Share Plan in accordance with the proposals made by Bidco under Rule 15 of the Takeover Code, settlement of the Consideration payable under the Scheme or the Articles shall be effected in accordance with the Share Plan Letters and the rules of the Eleco Share Plan, including (without limitation) by procuring that payments are made through payroll (net of any exercise price and any other applicable deductions (including, where applicable, income tax and/or employee National Insurance contributions)) as soon as reasonably practicable following the Effective Date. For the avoidance of doubt, any payment made through payroll pursuant to this paragraph shall be effected as soon as reasonably practicable following the Effective Date (and, in any event, by no later than the date which falls 14 days after the Effective Date).

9. **United Kingdom taxation**

The comments set out below summarise certain limited aspects of the UK taxation treatment of certain Scheme Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme and do not constitute tax advice. They are based on current UK legislation and what is understood to be current HM Revenue and Customs (“**HMRC**”) practice (which may not be binding on HMRC), in each case applying as at the Last Practicable Date, both of which are subject to change, possibly with retrospective effect. *In particular, the following paragraphs do not refer to UK inheritance tax. Scheme Shareholders should contact their own professional advisers in relation to any potential UK inheritance tax implications of disposing of the Scheme Shares.*

The comments are intended as a general guide and do not deal with certain categories of Scheme Shareholder such as charities, trusts, dealers in securities, persons who have or could be treated for tax purposes as having acquired their Scheme Shares by reason of their employment or office (whether pursuant to the Eleco Share Plan or otherwise) or as carried interest or otherwise subject to the disguised investment management fee rules, collective investment schemes, persons subject to UK tax on the remittance basis and insurance companies or other persons acquiring or holding their shares as part of a trade.

References below to “**UK Holders**” are to Scheme Shareholders who: (i) are resident in the UK for UK tax purposes; (ii) in the case of individuals, are individuals to whom the Foreign Income and Gains Regime and “split year” treatment do not apply; (iii) do not have a permanent establishment, branch or agency in any jurisdiction with which the holding of the Scheme Shares is connected; (iv) hold their Scheme Shares as an investment (other than under a pension arrangement or an individual savings account); and (v) are the absolute beneficial owners of their Scheme Shares.

Special tax provisions may apply to Eleco Shareholders who have acquired or who acquire their Eleco Shares by the exercise of options under the Eleco Share Plan. The separate communications that will be sent to the Eleco Share Plan Participants will summarise the tax treatment of the acquisition of their Eleco Shares on the exercise of the options under the Eleco Share Plan in connection with the Scheme and their subsequent disposal pursuant to the Scheme, but such Eleco Shareholders and those Eleco Shareholders who have already exercised options under the Eleco Share Plan who are in any doubt as to their taxation position should consult an independent professional tax adviser.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION, AND IN PARTICULAR IF YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

9.1 *United Kingdom taxation of chargeable gains*

The transfer of Scheme Shares under the Scheme in return for cash should be treated as a disposal of the UK Holder's Scheme Shares for the purposes of UK capital gains tax ("**CGT**") or UK corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK Holder's particular circumstances (including the UK Holder's base cost in their holding of the Scheme Shares and the availability of exemptions, reliefs, allowances and/or allowable losses), give rise to a liability to UK CGT or UK corporation tax on chargeable gains (as applicable) or, alternatively, an allowable capital loss.

9.2 *Individual Scheme Shareholders*

Subject to available reliefs, exemptions or allowances, gains arising on a disposal of Scheme Shares by an individual UK Holder will be subject to CGT at the rate of 18 per cent. or 24 per cent. (for the 2026/27 tax year) depending on the individual's personal circumstances, including the total amount of the individual's other taxable income and/or chargeable gains in the relevant tax year.

The CGT annual exemption (£3,000 for the 2026/27 tax year) may be available to individual UK Holders to offset against chargeable gains realised on the disposal of their Scheme Shares depending on their individual circumstances.

No indexation allowance will be available to an individual UK Holder in respect of the disposal of their Scheme Shares.

9.3 *Corporate Scheme Shareholders*

Subject to available reliefs, exemptions or allowances, gains arising on a disposal of Scheme Shares by a UK Holder within the charge to UK corporation tax will be subject to UK corporation tax at the rate of corporation tax applicable to that UK Holder.

For UK Holders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Scheme Shares), indexation allowance may be available to reduce any chargeable gain arising on the disposal of their Scheme Shares, where the Scheme Shares were acquired prior to 31 December 2017, in respect of the period of ownership of the Scheme Shares up to and including 31 December 2017 (but not to create or increase any allowable loss for corporation tax purposes).

The substantial shareholding exemption may apply to exempt from UK corporation tax any chargeable gain (or disallow any otherwise allowable loss) arising to UK Holders within the charge to UK corporation tax where a number of conditions are satisfied, including that, generally, the corporate UK Holder (together with certain associated companies) has held not less than 10 per cent. of the ordinary issued share capital of Eleco for a continuous period of at least one year beginning not more than six years before the date of disposal.

9.4 *Stamp duty and stamp duty reserve tax ("SDRT")*

No UK stamp duty or SDRT should be payable by Scheme Shareholders on the transfer of their Scheme Shares under the Scheme.

10. Offer-related arrangements

10.1 *Confidentiality Agreement*

See paragraph 7.1.1 of Part VI of this document for further details on the Confidentiality Agreement.

10.2 *Cooperation Agreement*

See paragraph 7.1.2 of Part VI of this document for further details on the Cooperation Agreement.

11. Overseas Shareholders

This document and the accompanying documents have been prepared for the purposes of complying with English law, the AIM Rules, the rules of the London Stock Exchange and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this document and the accompanying documents had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

The release, publication or distribution of this document in or into certain jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves of, and observe, any applicable requirements of their jurisdictions.

The availability of the Acquisition to Eleco Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their Eleco Shares with respect to the Scheme at the Court Meeting, or to execute and deliver forms of proxy appointing another to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition 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, participation in the Acquisition will not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document and the accompanying documents are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this document (including custodians, nominees and trustees) must not distribute or send it in, into or from a Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of an Offer (unless otherwise permitted by applicable law and regulation), the Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or 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 and the Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.

The Acquisition relates to the shares of an English company and it is proposed to be made by means of a scheme of arrangement provided for under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme will be subject to the disclosure requirements and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation and tender offer rules. Financial information in relation to Eleco incorporated in this document by reference has been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial statements of US companies. However, if Bidco were to elect, with the consent of the Panel and subject to the terms of the Cooperation Agreement, to implement the Acquisition by means of an Offer and determine to extend such Offer into the United States, such Offer will be made in compliance with all applicable laws and regulations and would be made in the United States by Bidco and no one else. In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Accel-KKR, Bidco, their nominees, or their brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Eleco Shares outside of the United States, other than pursuant to the Acquisition, until the date on which the Acquisition becomes Effective, lapses or is otherwise withdrawn. Also, in accordance with Rule 14e-5(b) of the US Exchange Act, Rothschild & Co will continue to act as an exempt principal trader in Eleco Shares on the London Stock Exchange. Such purchases may occur either in the open market at prevailing prices or in

private transactions at negotiated prices. Any information about such purchases 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.

In addition to any such Offer, Bidco, certain affiliated companies and their nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, Eleco Shares outside such Offer during the period in which such Offer would remain open for acceptance. If such purchases or arrangements to purchase are made, they would be made outside the United States in compliance with applicable law, including the US Exchange Act.

The receipt of cash pursuant to the Acquisition by Eleco Shareholders in the United States may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each such holder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition (including as to any US information reporting and/or backup withholding obligations). Furthermore, the payment and settlement procedure with respect to the Acquisition will be consistent with UK practice, which differs from US domestic tender offer procedures in certain material respects, particularly with regard to the date of payment.

It may be difficult for US holders of Eleco Shares to enforce their rights and any claim arising out of the US federal securities laws, since Eleco and Bidco are located in a non-US jurisdiction, and some or all of the Eleco Directors and Bidco Director may be residents of a non-US jurisdiction. US holders of Eleco Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgment.

Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved any offer, or passed comment upon the adequacy or completeness of this document and it is an offence in the United States to claim otherwise.

12. Action to be taken

The Scheme and the Acquisition are subject to the satisfaction or (where applicable) waiver of the Conditions set out in Part III of this document.

To become Effective, the Scheme requires, among other things, the approval of a majority in number of those Scheme Shareholders present and voting at the Court Meeting in person or by proxy, representing at least 75 per cent. in value, of the Scheme Shares held by such Scheme Shareholders.

The Scheme also requires the sanction of the Court as well as the passing of the Special Resolution by Eleco Shareholders (which requires the approval of at least 75 per cent. of the votes cast by Eleco Shareholders) at the General Meeting. Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended, spoke and/or voted at the Court Meeting or the General Meeting and whether they voted for, or against, or abstained from voting on, the Resolutions proposed at such Meetings.

The Court Meeting and the General Meeting will both be held at the offices of Cavendish Capital Markets Limited, 1 Bartholomew Close, London, England, EC1A 7BL. The Court Meeting will be held at 10.30 a.m. on 27 October 2026 and the General Meeting will be held at 10.45 a.m. on the same date (or as soon thereafter as the Court Meeting has concluded or been adjourned).

Under the Companies Act, the Scheme is also subject to the sanction of the Court at the Court Sanction Hearing.

12.1 Sending Forms of Proxy by post or by hand

Scheme Shareholders will find enclosed with this document a BLUE Form of Proxy for the Court Meeting and Eleco Shareholders will receive a WHITE Form of Proxy for the General Meeting. Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them by post using the pre-paid envelope provided or by hand to Neville Registrars at Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands, United Kingdom, B62 8HD, so

as to be received as soon as possible and, in any event, not later than 10.30 a.m. and 10.45 a.m. respectively, on 23 October 2026 (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s), excluding any non-Business Day). If the BLUE Form of Proxy for the Court Meeting is not received by the above time, it may be handed to a representative of Neville Registrars, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of that Meeting and it will be valid. However, in the case of the General Meeting, the WHITE Form of Proxy must be received by the time mentioned above, or it will be invalid.

Eleco Shareholders are entitled to appoint a proxy in respect of some or all of their Eleco Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Eleco Shareholders who wish to appoint more than one proxy in respect of their holding of Eleco Shares should contact Neville Registrars for further Forms of Proxy.

12.2 *Electronic appointment of proxies through CREST*

If you hold your Eleco Shares in uncertificated form (that is, in CREST) you may vote using the CREST voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Part VIII and Part IX of this document respectively).

Proxies submitted via CREST (under CREST participant ID 7RA11) must be received by Neville Registrars by no later than 10.30 a.m. on 23 October 2026 in the case of the Court Meeting and by no later than 10.45 a.m. on 23 October 2026 in the case of the General Meeting (or, in the case of an adjourned meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) prior to the time and date set for the adjourned meeting).

In order for a proxy appointment or instruction made using the CREST service to be valid, the CREST Proxy Instruction must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Neville Registrars (under CREST participant ID 7RA11) not less than 48 hours before the time fixed for the Court Meeting or General Meeting (or adjourned meeting), as applicable (in each case, excluding any non-Business Day). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Neville Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Eleco may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

12.3 *Online appointment of proxies*

Shareholders who would prefer to register the appointment of their proxy electronically via the internet can do so through the Sharegateway website, www.sharegateway.co.uk. Shareholders will need to use their personal proxy registration code which is printed on their Form of Proxy to facilitate this.

For an electronic proxy appointment to be valid, the appointment must be received by Neville Registrars, no later than 10.30 a.m. on 23 October 2026 for the Court Meeting and 10.45 a.m. on 23 October 2026 for the General Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s) (excluding any part of such 48-hour period falling on a non-Business Day)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time you may complete the BLUE Form of Proxy and hand it to a representative of Neville Registrars, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting, before the start of the Court Meeting and it will be valid.

It is important that, for the Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete and return both of your Forms of Proxy, or to appoint a proxy through CREST or appoint a proxy electronically for both the Court Meeting and the General Meeting as soon as possible. Doing so will not prevent you from attending, speaking and voting in person at the Meetings (or any adjournment thereof) if you wish and are entitled to do so.

12.4 ***Shareholder Helpline***

If you have any questions relating to this document or the completion and return of your Forms of Proxy, please contact Neville Registrars, on +44 (0)121 585 1131. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.00 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Neville Registrars cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

13. Further information

The terms of the Scheme are set out in full in Part IV of this document. Your attention is also drawn to the further information contained in this document, all of which forms part of this Explanatory Statement, and, in particular, to the Conditions set out in Part III of this document, the financial information on Eleco incorporated by reference in Part V of this document and the additional information set out in Part VI of this document.

Yours faithfully

Graham Paton

Chief Operating Officer and Managing Director

For and on behalf of

Stephens Europe Limited

PART III

CONDITIONS TO AND FURTHER TERMS OF THE IMPLEMENTATION OF THE SCHEME AND THE ACQUISITION

Part A: Conditions to the Acquisition and the Scheme

1. The Acquisition is conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than the Long Stop Date.
2. The Scheme is subject to the following Conditions:
 - 2.1 (i) its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shares held by Scheme Shareholders who are on the register of members of Eleco (or the relevant class or classes thereof, if applicable) at the Voting Record Time, present and voting (and entitled to vote), whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court (or at any adjournment of any such meeting); and (ii) such Court Meeting and any such separate class meeting being held on or before the twenty second (22nd) day after the expected date of the Court Meeting (or such later date, if any, as may be agreed in writing between Bidco and Eleco with the consent of the Panel and the approval of the Court (if such approval is required));
 - 2.2 (i) the Special Resolution has been duly passed by the requisite majority of Eleco Shareholders at the General Meeting or at any adjournment thereof; and (ii) such General Meeting being held on or before the twenty second (22nd) day after the expected date of the General Meeting (or such later date, if any, as may be agreed in writing between Bidco and Eleco with the consent of the Panel and the approval of the Court (if such approval is required)); and
 - 2.3 (i) the sanction of the Scheme by the Court (with or without modification, but subject to any such modification being acceptable to Bidco and Eleco); and (ii) the Court Sanction Hearing being held on or before the twenty second (22nd) day after the expected date of the Court Sanction Hearing (or such later date, if any, as may be agreed in writing between Bidco and Eleco with the consent of the Panel and the approval of the Court (if such approval is required)); and
 - 2.4 the delivery of a copy of the Court Order to the Registrar of Companies for registration.

General Conditions

3. Subject as stated in Part B of this Part III, Bidco and Eleco have agreed that the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

Merger Control Approvals

Australia

- 3.1 any of the following to occur:
 - 3.1.1 the Australian Competition and Consumer Commission (the “**ACCC**”) shall have: (i) advised Bidco or Eleco, in accordance with section 189(2) of the Competition and Consumer Act 2010 (Cth) (the “**CCA**”), that it does not intend to take action under the CCA in relation to a contravention, or possible contravention, of section 50 of the CCA in relation to the Acquisition (the “**Section 189 Letter**”); (ii) the Section 189 Letter has not been withdrawn, revoked or adversely amended prior to the Effective Date; and (iii) less than 12 months have elapsed since the date of the Section 189 Letter;
 - 3.1.2 the ACCC shall have made a determination (“**Waiver Determination**”) under section 51ABV of the CCA that the Acquisition is not required to be notified, and that Waiver Determination has not been withdrawn, revoked or adversely amended before the Effective Date; or
 - 3.1.3 the ACCC or the Australian Competition Tribunal shall have made a determination (“**Clearance Determination**”) that the Acquisition may be put into effect or would be of public benefit and that Clearance Determination: (i) is in respect of a notification which has

been finally considered under section 51ABF(1) of the CCA; and (ii) has not become stale under section 51ABG of the CCA;

United Kingdom

3.2 One of the following having occurred:

- 3.2.1 the CMA having indicated in a response to a briefing paper that it has no further questions at that stage in relation to the Acquisition; and as at the date on which all other Conditions are satisfied or waived, the CMA has not:
- (a) requested submission of a merger notice pursuant to section 96 of the EA;
 - (b) indicated to either party that it intends, or is considering whether, to commence a Phase 1 investigation;
 - (c) indicated that the statutory review period in which the CMA has to decide whether to make a reference under section 34ZA EA has begun; nor
 - (d) requested documents, information or attendance by witnesses (including under section 109 of the EA) which may indicate that it intends to commence the aforementioned statutory review period in respect of the Acquisition; or
- 3.2.2 the CMA issuing a decision in terms satisfactory to Bidco that it is not the CMA's intention to subject the Acquisition or any matter arising therefrom or related thereto or any part of it to a reference under section 33 of the EA (a "**Phase 2 CMA Reference**"), such decision being either unconditional or conditional on the CMA's acceptance of undertakings in lieu under Section 73 EA which are satisfactory to Bidco (or the applicable time period for the CMA to issue either decision having expired without it having done so and without it having made a Phase 2 CMA Reference) and there having been no decision by the Secretary of State to make a reference under sections 45 or 62 of the EA; or
- 3.2.3 in the event that a Phase 2 CMA Reference is made, confirmation from the CMA (or as the case may be, the Secretary of State) either: (A) that the Acquisition may proceed without any undertakings or conditions; or (B) that the Acquisition and any matter arising therefrom or relating thereto may proceed on terms satisfactory to Bidco;

Foreign Investment Control and National Security Approvals

United Kingdom

- 3.3 a notification having been made and accepted pursuant to the NSI Act and one of the following having occurred:
- 3.3.1 the Secretary of State confirming before the end of the review period specified at section 14(9) of the NSI Act that no further action will be taken in relation to the Acquisition;
- 3.3.2 if the Secretary of State issues a call-in notice in relation to the Acquisition, the parties receiving a final notification pursuant to section 26(1)(b) of the NSI Act containing confirmation that the Secretary of State will take no further action in relation to the call-in notice and the Acquisition under the NSI Act; or
- 3.3.3 the Secretary of State making a final order pursuant to section 26(1)(a) of the NSI Act in relation to the Acquisition, allowing the Acquisition to proceed unconditionally or on terms satisfactory to Bidco, and such order not having been revoked or varied prior to the Effective Date;

Other third party clearances

- 3.4 other than in respect of the matters referred to in Conditions 3.1 to 3.3, no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having 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 (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 would reasonably be expected to:

- 3.4.1 make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Eleco Group by any member of the Wider Bidco Group void, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent, prohibit or materially restrain, restrict, impede, challenge, delay or otherwise materially interfere with the implementation of, or impose material additional conditions or obligations with respect to, the Acquisition or the acquisition of any shares or other securities in, or control or management of, any member of the Wider Eleco Group by any member of the Wider Bidco Group or require an amendment of the Scheme;
- 3.4.2 require, prevent or materially 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 Eleco Group of all or any part of their businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof) to an extent which is material in the context of the Wider Bidco Group or the Wider Eleco Group, in either case, taken as a whole or in the context of the Acquisition;
- 3.4.3 impose any material limitation on the ability of any member of the Wider Bidco Group directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in Eleco (or any member of the Wider Eleco Group) or on the ability of any member of the Wider Eleco Group or any member of the Wider Bidco Group directly or indirectly to hold or exercise effectively any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise management control over, any member of the Wider Eleco Group to an extent which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;
- 3.4.4 other than pursuant to the implementation of the Scheme or, if applicable, sections 974 to 991 of the Companies Act, require any member of the Wider Bidco Group or the Wider Eleco Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Eleco Group or any asset owned by any third party which is material in the context of the Wider Eleco Group or the Wider Bidco Group, in either case taken as a whole;
- 3.4.5 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 Eleco Group;
- 3.4.6 result in any member of the Wider Eleco Group ceasing to be able to carry on business under any name under which it presently carries on business to an extent which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;
- 3.4.7 impose any limitation on the ability of any member of the Wider Bidco Group and/or any member of the Wider Eleco Group to conduct, integrate or co-ordinate all or any part of their respective businesses with all or any part of the business of any other member of the Wider Bidco Group and/or the Wider Eleco Group in a manner which is adverse and material to the Wider Bidco Group and/or the Wider Eleco Group, in each case taken as a whole or in the context of the Acquisition; or
- 3.4.8 except as Disclosed, otherwise affect the business, assets, value, profits or prospects of any member of the Wider Eleco Group or any member of the Wider Bidco Group, in each case in a manner and to an extent which is adverse to and material in the context of the Wider Eleco Group taken as a whole or of the financing of the Acquisition;

and all applicable waiting and other time periods (including any extensions thereof) during which any such 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 Acquisition or proposed acquisition of any Eleco Shares or otherwise intervene having expired, lapsed, or been terminated;

- 3.5 other than in respect of the matters referred to in Conditions 3.1 to 3.3, all notifications, filings or applications which are deemed by Bidco (acting reasonably) to be necessary or reasonably considered to be required in any relevant jurisdiction having been made in connection with the Acquisition and all necessary waiting and other time 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 and all Authorisations which are deemed by Bidco, acting reasonably, to be necessary or reasonably considered to be required in any jurisdiction for or in respect of the Acquisition or the proposed acquisition of any shares or other securities in, or control of, Eleco by any member of the Wider Bidco Group having been obtained on terms and in a form reasonably satisfactory to Bidco from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any persons or bodies with whom any member of the Wider Eleco Group or the Wider Bidco Group has entered into contractual arrangements in each case where the direct consequence of a failure to make such notification or filing or to wait for the expiry, lapse or termination of any such waiting or other time period or to comply with such obligation or obtain such Authorisation would be unlawful in any relevant jurisdiction or have a material adverse effect on the Wider Eleco Group, any member of the Bidco Group or the ability of Bidco to implement the Scheme and all such Authorisations remaining in full force and effect at the time at which the Scheme becomes otherwise unconditional in all respects and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations;

- 3.6 no temporary restraining order, preliminary or permanent injunction, preliminary or permanent injunction, or other order issued and being in effect by a court or other Third Party which has the effect of making the Acquisition or any acquisition or proposed acquisition of any shares or other securities or control or management of, any member of the Wider Eleco Group by any member of the Wider Bidco Group, or the implementation of either of them, void, voidable, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prohibiting, preventing, restraining, restricting, delaying or otherwise materially interfering with the completion or the approval of the Acquisition or any matter arising from the proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Eleco Group by any member of the Wider Bidco Group;

Confirmation of absence of adverse circumstances

- 3.7 except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Eleco 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 or any event or circumstance which, as a consequence of the Acquisition or the proposed acquisition by any member of the Wider Bidco Group of any shares or other securities in Eleco or because of a change in the control or management of any member of the Wider Eleco Group or otherwise, would or might reasonably be expected to result in, in each case to an extent which is material in the context of the Wider Eleco Group taken as a whole or to the financing of the Acquisition:
- 3.7.1 any monies borrowed by, or any other indebtedness, actual or contingent of, or any grant available to, any member of the Wider Eleco Group being or becoming repayable, or capable of being declared repayable, immediately or prior to 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;
 - 3.7.2 the rights, liabilities, obligations, interests or business of any member of the Wider Eleco Group or any member of the Wider Bidco Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Eleco Group or any member of the Wider Bidco Group in or with any other firm or company or body or person (or any agreement or arrangement relating to any such business or interests) being or likely to become terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken or arising thereunder;
 - 3.7.3 any member of the Wider Eleco Group ceasing to be able to carry on business under any name under which it presently carries on business to an extent which is material in the context of the Eleco Group taken as a whole or in the context of the Acquisition;
 - 3.7.4 any assets or interests of, or any asset the use of which is enjoyed by, any member of the Wider Eleco Group being or falling to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider Eleco Group otherwise than in the ordinary course of business;

- 3.7.5 other than 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 Eleco Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen), becoming enforceable;
- 3.7.6 the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Eleco Group being prejudiced or adversely affected;
- 3.7.7 the creation or acceleration of any material liability (actual or contingent) by any member of the Wider Eleco Group other than trade creditors or other liabilities incurred in the ordinary course of business; or
- 3.7.8 any liability of any member of the Wider Eleco Group to make any severance, termination, bonus or other payment to any of its directors or other officers other than in the ordinary course of business;

No material transactions, claims or changes in the conduct of the business of the Eleco Group

- 3.8 except as Disclosed, no member of the Wider Eleco Group having since 31 December 2025:
 - 3.8.1 save as between Eleco and its wholly owned subsidiaries or between such wholly owned subsidiaries and save for the issue or transfer out of treasury of Eleco Shares on the exercise of options or vesting of awards granted under the Eleco Share Plan, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class;
 - 3.8.2 save as between Eleco and its wholly-owned subsidiaries or between such wholly-owned subsidiaries and save for the grant of options or awards under the Eleco Share Plan, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue of securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities;
 - 3.8.3 recommended, declared, paid or made or agreed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than to Eleco or one of its wholly owned subsidiaries;
 - 3.8.4 save as between Eleco and its wholly owned subsidiaries or between such wholly owned subsidiaries, merged with (by statutory merger or otherwise) or demerged from or acquired any body, corporate, partnership or business or acquired or disposed of, or, other than in the ordinary course of business, transferred, mortgaged or charged or created any security interest over, any assets or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so, in each case to an extent which is material in the context of the Wider Eleco Group taken as a whole;
 - 3.8.5 save as between Eleco and its wholly owned subsidiaries or between such wholly owned subsidiaries, made, authorised, proposed or announced an intention to propose any change in its loan capital other than in the ordinary course of business and to an extent which is material in the context of the Wider Eleco Group taken as a whole;
 - 3.8.6 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 and save as between Eleco and its wholly owned subsidiaries or between such wholly owned subsidiaries) incurred or increased any indebtedness or become subject to any contingent liability to an extent which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;
 - 3.8.7 entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary, any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary course of business) which is of a long-term, unusual or onerous nature, or which involves or could reasonably be expected to involve an obligation of a nature or magnitude which is or is likely to be materially restrictive on the business of any member of the Wider Eleco Group to an extent which is or is reasonably likely to be material to the Wider Eleco Group taken as a whole;

- 3.8.8 entered into any licence or other disposal of intellectual property rights of any member of the Wider Eleco Group which are material in the context of the Wider Eleco Group taken as a whole and outside the normal course of business;
- 3.8.9 entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary the terms of or made any offer (which remains open for acceptance) to enter into or vary the terms of, any contract, commitment, arrangement or any service agreement with any director or senior executive of the Wider Eleco Group save for salary increases, bonuses or variations of terms in the ordinary course;
- 3.8.10 proposed, agreed to provide or modified the terms of the Eleco Share Plan or any share option scheme, incentive scheme, or other benefit relating to the employment or termination of employment of any employee of the Wider Eleco Group which, taken as a whole, are material in the context of the Wider Eleco Group taken as a whole;
- 3.8.11 (excluding the trustee of any pension scheme(s) established by a member of the Wider Eleco Group other than Eleco itself) (i) made, agreed or consented to or procured any material change to: (a) the terms of any existing trust deeds, rules, policy or other governing documents, or entered into or established any new trust deeds, rules, policy or other governing documents, constituting any pension scheme or other retirement or death benefit arrangement established for the directors, former directors, employees or former employees of any entity in the Wider Eleco Group or their dependants and established by a member of the Wider Eleco Group (a “**Relevant Pension Plan**”); (b) the basis on which benefits accrue, pensions which are payable or the persons entitled to accrue or be paid benefits, under any Relevant Pension Plan; (c) the basis on which the liabilities of any Relevant Pension Plan are funded or valued; or (d) the basis or rate of employer contribution to a Relevant Pension Plan, in each case to the extent which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition and other than as required in accordance with applicable law; or (ii) entered into or proposed to enter into one or more bulk annuity contracts in relation to any Relevant Pension Plan; or (iii) carried out any act: (a) which would or could reasonably be expected to lead to the commencement of the winding up of any Relevant Pension Plan; (b) which would or is reasonably likely to create a material debt owed by an employer to any Relevant Pension Plan; (c) which would or might accelerate any obligation on any employer to fund or pay additional contributions to any Relevant Pension Plan; or (d) which would, having regard to the published guidance of the Pensions Regulator give rise directly or indirectly to a liability in respect of a Relevant Pension Plan arising out of the operation of sections 38 and 38A of the Pensions Act 2004 in relation to a Relevant Pension Plan, in each case to the extent which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition and other than as required in accordance with applicable law;
- 3.8.12 other than to replace a vacancy on the board of directors of a corporate trustee, changed the trustee or trustee directors or other fiduciary of any Relevant Pension Plan;
- 3.8.13 entered into, implemented or effected, or authorised, proposed or announced its intention to implement or effect, any joint venture, asset or profit sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other transaction or arrangement (other than the Scheme) otherwise than in the ordinary course of business which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;
- 3.8.14 purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save as between Eleco and its wholly-owned subsidiaries or between such wholly-owned subsidiaries and save for the issue or transfer out of treasury of Eleco Shares on the exercise of options or vesting of awards granted in the ordinary course under the Eleco Share Plan, made any other change to any part of its share capital to an extent which (other than in the case of Eleco) is material in the context of the Wider Eleco Group taken as a whole;
- 3.8.15 other than with respect to claims between Eleco and its wholly-owned subsidiaries (or between such subsidiaries), waived, compromised or settled any claim otherwise than in the ordinary course of business which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;

- 3.8.16 made any alteration to its articles of association or other constitutional documents (in each case, other than in connection with the Scheme) which is material in the context of the Acquisition;
- 3.8.17 (other than in respect of a member of the Wider Eleco Group 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 any administrator, receiver, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;
- 3.8.18 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 which is material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;
- 3.8.19 terminated or varied the terms of any agreement or arrangement between any member of the Wider Eleco Group and any other person in a manner which would or might be expected to have a material adverse effect on the financial position of the Wider Eleco Group taken as a whole;
- 3.8.20 taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Eleco Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; or
- 3.8.21 entered into any agreement, arrangement, commitment or contract otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 3.8;

No material adverse change

3.9 since 31 December 2025, and except as Disclosed, there having been:

- 3.9.1 no adverse change and no circumstance having arisen which would or would reasonably be expected to result in any adverse change or deterioration in the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Eleco Group to an extent which is material to the Wider Eleco Group taken as a whole or to the financing of the Acquisition;
- 3.9.2 no litigation, arbitration proceedings, prosecution or other legal proceedings including, without limitation, with regard to intellectual property rights used by the Wider Eleco Group having been threatened, announced or instituted by or against or remaining outstanding against any member of the Wider Eleco Group or to which any member of the Wider Eleco Group is or may become a party (whether as claimant or defendant or otherwise) which, in any such case, might reasonably be expected to have a material adverse effect on the Wider Eleco Group taken as a whole or is material in the context of the Acquisition, and no enquiry, review, investigation or enforcement proceedings by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Eleco Group having been threatened, announced or instituted by or against, or remaining outstanding in respect of, any member of the Wider Eleco Group which, in any such case, might reasonably be expected to have a material adverse effect on the Wider Eleco Group taken as a whole or is material in the context of the Acquisition;
- 3.9.3 no contingent or other liability having arisen, increased or become apparent which is reasonably likely to adversely affect the business, assets, financial or trading position, profits, prospects or operational performance of any member of the Wider Eleco Group to an extent which is material to the Wider Eleco Group taken as a whole or is material in the context of the Acquisition;

- 3.9.4 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 Eleco Group, which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and reasonably likely to have a material adverse effect on the Wider Eleco Group taken as a whole or is material in the context of the Acquisition; or
 - 3.9.5 no member of the Wider Eleco Group having conducted its business in material breach of any applicable laws and regulations which is material in the context of the Wider Eleco Group taken as a whole;
- 3.10 since 31 December 2025, except as Disclosed, Bidco not having discovered:
- 3.10.1 that any financial, business or other information concerning the Wider Eleco Group publicly announced or disclosed to any member of the Wider Bidco Group at any time prior to the date of this document by or on behalf of any member of the Wider Eleco Group or to any of their advisers is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which is, in any case, material in the context of the Wider Eleco Group taken as a whole or in the context of the Acquisition;
 - 3.10.2 that any member of the Wider Eleco Group is subject to any liability, contingent or otherwise and which is material in the context of the Wider Eleco Group taken as a whole; or
 - 3.10.3 any information which affects the import of any information disclosed to Bidco at any time prior to the date of this document by or on behalf of any member of the Wider Eleco Group which is material in the context of the Wider Eleco Group taken as a whole;

Environmental liabilities

- 3.11 except as Disclosed, Bidco not having discovered that, in relation to any release, emission, accumulation, discharge, disposal or other similar circumstance which has impaired or is likely to impair the environment (including property) or harmed or is likely to harm the health of humans, animals or other living organisms or eco systems, no past or present member of the Wider Eleco Group, in a manner or to an extent which is material in the context of the Wider Eleco Group: (i) having committed any violation of any applicable laws, statutes, regulations, Authorisations, notices or other requirements of any Third Party giving rise to a material liability; and/or (ii) having incurred any material liability (whether actual or contingent) to any Third Party; and/or (iii) being likely to incur any material liability (whether actual or contingent), or being required, to make good, remediate, repair, reinstate or clean up the environment (including any property) in each case of (i), (ii) or (iii) which such liability or requirement would be material to the Wider Eleco Group taken as a whole;

Intellectual property

- 3.12 except as Disclosed, no circumstance having arisen or event having occurred in relation to any intellectual property owned or used by any member of the Wider Eleco Group which would be reasonably likely to have a material adverse effect on the Wider Eleco Group taken as a whole or is otherwise material and adverse in the context of the Acquisition, including:
- 3.12.1 any member of the Wider Eleco Group losing its title to any intellectual property material to its business, or any intellectual property owned by the Wider Eleco Group and material to its business being revoked, cancelled or declared invalid; or
 - 3.12.2 any claim being asserted in writing or threatened in writing by any person challenging the ownership of any member of the Wider Eleco Group to, or the validity or effectiveness of, any intellectual property that is material to the business of the Wider Eleco Group;

Anti corruption and sanctions

- 3.13 except as Disclosed, Bidco not having discovered that:
- 3.13.1 any past or present member of the Wider Eleco Group or any person that performs or has performed services for or on behalf of any such company is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) which would constitute an offence in contravention of the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977, as amended or any other applicable anti corruption legislation;

- 3.13.2 any member of the Wider Eleco Group is ineligible to be awarded any contract or business under regulation 57 of the Public Contracts Regulations 2015 (as amended);
- 3.13.3 any past or present member of the Wider Eleco Group has engaged in any activity or business with, or made any investments in, or made any funds or assets available to or received any funds or assets from any government, entity or individual covered by any of the economic sanctions administered by the United Nations or the European Union (or any of their respective member states) or the United States Office of Foreign Assets Control or HM Treasury or any government, entity or individual targeted by any other governmental or supranational body or authority in any jurisdiction; or
- 3.13.4 a member of the Eleco Group has engaged in a transaction which would cause the Bidco Group to be in breach of any law or regulation on completion of the Acquisition, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury or any government, entity or individual targeted by any of the economic sanctions of the United Nations, U.S. or the European Union or any of its member states; and

No criminal property

- 3.14 except as Disclosed, Bidco not having discovered that any asset of any member of the Wider Eleco Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition).

Part B: Certain further terms of the Scheme and the Acquisition

1. Subject to the requirements of the Panel, Bidco reserves the right in its sole discretion to waive, in whole or in part, all or any of the Conditions set out in Part A of this Part III, except Conditions 1, 2.1(i), 2.2(i), 2.3(i) and 2.4 which cannot be waived. The deadlines in any of Conditions 2.1(ii), 2.2(ii) or 2.3(ii) may be extended to such later date as may be agreed in writing by Bidco and Eleco (with the consent of the Panel and the approval of the Court, in each case if required). If any of Conditions 2.1(ii), 2.2(ii) or 2.3(ii) is not satisfied by the relevant deadline specified in the relevant Condition, Bidco shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked the relevant Condition, waived the relevant deadlines or agreed with Eleco to extend the relevant deadline.
2. Bidco shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of the Conditions in Part A of this Part III above by a date and time earlier than 11.59 p.m. on the Business Day prior to the date of the Court Sanction Hearing, notwithstanding that the other Conditions of the Acquisition 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.
3. Under Rule 13.5(a) of the Takeover Code and subject to paragraph 4 of this Part B Bidco may only invoke a Condition so as to cause the Acquisition 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 Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
4. Conditions 1 (subject to Rule 12 of the Takeover Code), 2.1(i), 2.2(i), 2.3(i) and 2.4 in Part A of this Part III, and, if applicable, any acceptance condition if the Acquisition is implemented by means of an Offer, are not subject to Rule 13.5(a) of the Takeover Code.
5. Any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by Bidco.
6. If the Panel requires Bidco to make an offer or offers for Eleco Shares under the provisions of Rule 9 of the Takeover Code, Bidco may make such alterations to the Conditions as are necessary to comply with the provisions of that Rule.

7. Bidco reserves the right to elect to implement the Acquisition by way of an Offer as an alternative to the Scheme, subject to the Panel's consent and to the terms of the Cooperation Agreement. In such an event, such Offer will be implemented on the same terms and conditions so far as is applicable, as those which would apply to the Scheme (subject to appropriate amendments to reflect the change in method of implementing the Acquisition and the terms of the Cooperation Agreement, including (without limitation and for so long as clause 3.2 of the Cooperation Agreement applies) an acceptance condition set at 75 per cent. of the Eleco Shares (which shall be, if Bidco so elects and with the prior consent of the Panel, calculated as 75 per cent. of Eleco Shares on a fully diluted basis) (or such other percentage as Bidco and Eleco may agree in accordance with the terms of the Cooperation Agreement and, to the extent necessary, with the consent of the Panel, being in any case more than 50 per cent. of the Eleco Shares)). If the Acquisition is effected by way of an Offer, and such Offer becomes or is declared unconditional and sufficient acceptances are received in respect of such Offer, Bidco intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Eleco Shares in respect of which the Offer has not been accepted.
8. The Acquisition is subject, *inter alia*, to the Conditions and certain further terms set out in this document and such further terms as may be required to comply with the provisions of the AIM Rules, the provisions of the Takeover Code and the applicable requirements of the Panel and the London Stock Exchange.
9. Eleco Shares will be acquired by Bidco fully paid and free from all liens, charges, encumbrances and other third party rights of any nature whatsoever and together with all rights attaching to them as at the Effective Date, including the right to receive and retain all dividends and distributions (if any) declared, made or paid after the Acquisition becomes Effective.
10. If, on or after the date of the Announcement and prior to the Effective Date, any dividend and/or distribution and/or other return of capital or value is announced, declared, made or paid in respect of the Eleco Shares, Bidco reserves the right to reduce the Consideration payable under the terms of the Acquisition for the Eleco Shares by an amount up to the aggregate amount of such dividend and/or distribution and/or other return of capital or value, in which case any reference in this document to the Consideration payable under the terms of the Acquisition 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 10 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 Scheme or the Acquisition. In such circumstances, Eleco Shareholders would be entitled to retain any such dividend, distribution and/or return of capital or value. To the extent that any such dividend and/or distribution and/or other return of capital or value is announced, declared, made or paid or is payable and it is: (i) transferred pursuant to the Acquisition 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 Acquisition will not be subject to change in accordance with this paragraph 10.
11. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws or regulatory requirements of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
12. The Acquisition and the Scheme are governed by English law and are subject to the jurisdiction of the Court and to the Conditions set out in this Part III. The Scheme is subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the AIM Rules, the Registrar of Companies and the Companies Act.
13. Each of the Conditions shall be regarded as a separate Condition and, except as expressly stated, shall not be limited by reference to any other Condition.

PART IV

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE

CR-2026-007073

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

COMPANIES COURT (ChD)

IN THE MATTER OF ELECO PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

between

ELECO PLC

and

THE SCHEME SHAREHOLDERS

(as hereinafter defined)

PRELIMINARY

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

“Accel-KKR”: AKKR Fund VII GP LP, a Cayman Islands exempted limited partnership;

“Acquisition”: the proposed acquisition of the entire issued and to be issued share capital of Eleco by Bidco (and/or its nominee(s)) at the Acquisition Price in cash to be effected by means of the Scheme and, where the context admits, any subsequent variation, revision, extension or renewal thereof;

“Acquisition Price”: 235 pence in cash for each Eleco Share;

“Announcement Date”: 10 September 2026;

“Articles”: the articles of association of Eleco (as amended from time to time);

“Associated Undertaking”: has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose;

“Bidco”: Avocet Bidco Limited, a private limited company incorporated in England and Wales with registered number 17443451;

“Bidco Group”: Bidco and its Subsidiaries and Subsidiary Undertakings;

“Business Day”: any day, other than a public holiday, Saturday or a Sunday, when banks are generally open for business in London for general banking business, other than solely for trading and settlement in euro;

“certificated” or **“in certificated form”**: means a share or other security which is not in uncertificated form (that is, not in CREST);

“Companies Act”: the Companies Act 2006 (as amended from time to time);

“Conditions”: the conditions to the implementation of the Acquisition and the Scheme, set out in Part III of the Scheme Document;

“Consideration”: the consideration payable by Bidco to Eleco Shareholders pursuant to the Acquisition comprising, for each Eleco Share, the Acquisition Price;

“Court”: the High Court of Justice in England and Wales;

“Court Sanction Hearing”: the hearing of the Court to sanction this Scheme under section 899 of the Companies Act and, if such hearing is adjourned, reference to commencement of any such hearing shall mean the commencement of the final adjournment thereof;

“Court Meeting”: the meeting or meetings of Scheme Shareholders convened pursuant to an order of the Court under section 896 of the Companies Act for the purposes of considering and, if thought fit, approving the Scheme (with or without amendment), including any adjournment thereof, the notice of which is set out in Part VIII of the Scheme Document;

“Court Order”: the order of the Court sanctioning this Scheme under section 899 of the Companies Act;

“CREST”: the relevant system (as defined in the CREST Regulations), in respect of which Euroclear is the Operator (as defined in the CREST Regulations);

“CREST Manual”: the CREST Manual published by Euroclear, as amended from time to time;

“CREST Regulations”: the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time;

“CSOP Sub-Plan”: Addendum to the Eleco 2014 Share Option Plan – CSOP Options;

“Effective”: the Scheme having become effective in accordance with its terms, upon the delivery of the Court Order to the Registrar of Companies;

“Effective Date”: the date upon which the Acquisition (including this Scheme) becomes Effective in accordance with its terms;

“Eleco” or the **“Company”**: Eleco plc, a public limited company incorporated in England and Wales registered with registered number 00354915;

“Eleco Shareholders”: holders of Eleco Shares;

“Eleco Share Plan”: the Eleco 2014 Share Option Plan, which includes the CSOP Sub-Plan, as amended from time to time;

“Eleco Share Plan Participants”: participants in the Eleco Share Plan;

“Eleco Shares”: the existing unconditionally allotted or issued and fully paid ordinary shares of one pence each in the capital of Eleco and **“Eleco Share”** means any one of them;

“Euroclear”: Euroclear UK & International Limited;

“Excluded Shares”: any Eleco Shares which are: (i) registered in the name of or beneficially owned by Bidco and/or any member of the Wider Bidco Group (and/or any nominee of the foregoing); or (ii) held by Eleco in treasury, in each case, at the Scheme Record Time;

“holder”: a registered holder (including any person(s) entitled by transmission);

“Last Practicable Date”: 1 October 2026, being the last Business Day prior to the date of this Scheme;

“Long Stop Date”: 11.59 p.m. on 10 March 2027 or such later date, if any, (a) as Bidco and Eleco may agree, or (b) (in a competitive situation) as may be specified by Bidco with the consent of the Panel, and in each case as (if so required) the Court may allow;

“Neville Registrars”: Neville Registrars Limited, incorporated in England and Wales with registered number 04770411 and whose registered office address is Neville House, Steelpark Road, Halesowen, West Midlands, United Kingdom, B62 8HD;

“Panel” or “Takeover Panel”: the UK Panel on Takeovers and Mergers;

“Registrar of Companies”: the Registrar of Companies in England and Wales;

“Share Plan Letters”: as defined in paragraph 5 of Part II of the Scheme Document;

“Scheme”: this scheme of arrangement in its present form, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Eleco and Bidco;

“Scheme Document”: the circular dated 2 October 2026 sent by Eleco to Eleco Shareholders, persons with information rights and Eleco Share Plan Participants of which this Scheme forms a part;

“Scheme Record Time”: 6.00 p.m. on the Business Day following the date of the Court Sanction Hearing (or such other time and/or date as Bidco and Eleco may agree);

“Scheme Shareholder(s)”: holder(s) of Scheme Shares;

“Scheme Shares”: all Eleco Shares:

- (a) in issue as at the date of the Scheme Document;
- (b) (if any) issued after the date of the Scheme Document and prior to the Voting Record Time; and
- (c) (if any) issued at or after the Voting Record Time and at or prior to the Scheme Record Time either on terms that the original or any subsequent holders thereof shall be bound by the Scheme, or in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing, to be bound by the Scheme,

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

“Subsidiary” and “Subsidiary Undertaking”: each have the meaning given in the Companies Act;

“Takeover Code”: the City Code on Takeovers and Mergers, as amended from time to time;

“uncertificated” or “in uncertificated form”: a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which may, by virtue of the CREST Regulations, be transferred by means of CREST;

“Voting Record Time”: 6.00 p.m. on the day which is two days (excluding any part of a day that is a non-Business Day) before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is 48 hours (excluding any part of a day that is a non-Business Day) before the fixed time of such adjourned meeting;

“Wider Bidco Group”: Bidco Group and Associated Undertakings and any other body corporate, partnership, joint venture or person in which Bidco and such undertakings (aggregating their interests) have an interest of more than 30 per cent. of the voting or equity capital or the equivalent;

“undertaking”: has the meaning given to it by the Companies Act; and

“pounds”, “pounds Sterling”, “Sterling”, “£”, “pence”, “penny” and “p”: are to the lawful currency of the United Kingdom.

- (B) References to clauses are to clauses of this Scheme and all times referred to in this Scheme are London times unless otherwise specified;
- (C) The issued share capital of the Company as at 6.00 p.m. on the Last Practicable Date, was £843,876, divided into 84,387,572 Eleco Shares, all of which were credited as fully paid. No Eleco Shares are held in treasury.
- (D) As at the Last Practicable Date, 3,937,151 Eleco Shares are expected to be issued to satisfy the vesting and/or exercise of awards under the Eleco Share Plan, assuming the Scheme becomes Effective during or prior to Q1 2027.
- (E) As at the Last Practicable Date, no member of the Wider Bidco Group holds, or beneficially owns, any Eleco Shares.
- (F) Bidco has, subject to the satisfaction or, where applicable, waiver of the Conditions, agreed to appear by counsel at the Court Sanction Hearing and to undertake to the Court to be bound by this Scheme and to execute and do, and procure to be executed and done, all such documents, acts or things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to this Scheme.
- (G) References to time are to London time.

THE SCHEME

1. Transfer of the Scheme Shares

- 1.1 Upon and with effect from the Effective Date, Bidco (and/or such other nominee(s) of Bidco as it may determine) shall acquire all of the Scheme Shares, with full title guarantee, fully paid and free from all liens, charges, equitable interests, encumbrances, options and rights of pre-emption and other third party rights and interests whatsoever and together with all rights existing as at the Effective Date or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) and any return of capital (whether by way of reduction of share capital or share premium account or otherwise) announced, declared or made by Eleco by reference to a record date falling on or after the date of the Effective Date.
- 1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred to Bidco (and/or such other nominee(s) of Bidco as it may determine) by means of a form of transfer or other instrument or instruction of transfer and, to give effect to such transfer, any person may be appointed by Bidco (and/or such other nominee(s) of Bidco as it may determine) as attorney and/or agent and/or otherwise and shall be authorised as such attorney and/or agent and/or otherwise on behalf of the Scheme Shareholder concerned to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer (whether as a deed or otherwise), of, or to give any instructions to transfer (including by means of CREST), the Scheme Shares and every form, instrument or instruction of transfer so executed or instruction so given shall be as effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred. Such form of transfer or other instrument or instruction shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Bidco (and/or such other nominee(s) of Bidco as it may determine), together with the legal interest in such Scheme Shares, pursuant to such form, instruction or instrument of transfer (including by means of CREST).
- 1.3 Pending the registration of the transfer of the Scheme Shares to Bidco (and/or its nominee(s)) as the holder of any Scheme Share to be transferred pursuant to clause 1.2, upon and with effect from the Effective Date, each Scheme Shareholder irrevocably:
 - 1.3.1 appoints Bidco (and/or its nominee(s)) as their attorney and/or agent and/or otherwise (in place of and to the exclusion of the relevant Scheme Shareholder) to exercise any voting rights attached to the relevant Scheme Shares and any or all rights and privileges attaching to such Scheme Shares (including the right to receive notice of or requisition the convening of a general meeting of Eleco or of any class of its shareholders, and to receive any distribution or other benefit accruing in respect of such Scheme Shares);

- 1.3.2 appoints Bidco (and/or its nominee(s)) and any one or more of its directors or agents to sign on behalf of such Scheme Shareholder any documents, and do all such things, as may in the opinion of Bidco and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Scheme Shares, including, without limitation, an authority as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges attaching to the Scheme Shares and for any one or more of its directors or agents to sign any consent to short notice of any general or separate class meeting of Eleco and/or execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Bidco and/or any one or more of its directors or agents to attend any general and separate class meetings of Eleco (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf; and
- 1.3.3 authorises Eleco and/or its agents to send to Bidco (and/or its nominee(s)) at its registered office any notice, circular, warrant or other document or communication which Eleco may be required to send to such Scheme Shareholder as a member of Eleco in respect of their Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form).
- 1.4 The authorities granted pursuant to clause 1.2 and clause 1.3 shall be treated for all purposes as having been granted by deed.
- 1.5 The Company shall register, or procure the registration of, any transfer(s) of shares effected in accordance with clauses 1.1 and 1.2 of this Scheme.

2. Consideration for the transfer of the Scheme Shares

- 2.1 In consideration for the transfer of the Scheme Shares to Bidco (and/or such other nominee(s) of Bidco as it may determine) as provided in clause 1, Bidco shall, subject as provided below, pay, or procure that there shall be paid, to or for the account of each Scheme Shareholder (as appearing in the register of members of the Company at the Scheme Record Time), in accordance with the provisions of clause 3:

for each Scheme Share: 235 pence in cash

- 2.2 If any dividend and/or other distribution and/or other return of capital is declared, made or paid or becomes payable in respect of the Eleco Shares on or after the Announcement Date and before the Effective Date, Bidco reserves the right to reduce the Acquisition Price payable per Scheme Share (as set out in clause 2.1 above) by the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this Scheme and the Scheme Document to the Acquisition Price payable per Scheme Share (as set out in clause 2.1 above) will be deemed to be a reference to the Acquisition Price as so reduced. If the Acquisition Price payable per Scheme Share (as set out in clause 2.1 above) is so reduced by the amount of a dividend and/or distribution and/or return of capital that has not been paid, Scheme Shareholders will be entitled to receive and retain any such dividend and/or other distribution and/or other return of capital. To the extent that any such dividend and/or distribution and/or other return of capital is declared, made or paid or is payable and it is: (i) transferred pursuant to the Scheme on a basis which entitles Bidco to receive the dividend or distribution and to retain it; or (ii) cancelled, the Acquisition Price payable per Scheme Share (as set out in clause 2.1 above) will not be subject to change in accordance with this clause. Any such reduction referred to in this clause 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 Scheme.

3. Settlement

- 3.1 Not later than 14 days after the Effective Date (or such other period as may be approved by the Panel), Bidco shall:
- 3.1.1 in the case of Scheme Shares which at the Scheme Record Time are in certificated form (subject to clause 3.2 below and subject to any other arrangements which may be agreed with the Panel), dispatch, or procure to be dispatched, to the persons entitled thereto (or as they may

- direct) in accordance with the provisions of clauses 3.3 and 3.4, which shall be effected by, in respect of any Scheme Shareholders who hold over 100,000 Scheme Shares in certificated form and, prior to the Scheme Record Time, provide Neville Registrars with the requisite electronic payment mandate, by way of an electronic BACS transfer to the account indicated in such mandate or, in the absence of such mandate, by dispatching cheques for the sums payable to them respectively in accordance with clause 2; and
- 3.1.2 in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, arrange for the creation of an assured payment obligation in favour of the appropriate CREST account(s) of the persons entitled thereto in accordance with the CREST assured payment arrangements (as set out in the CREST Manual) in respect of the sums payable to them respectively in accordance with clause 2, provided that Bidco reserves the right to make payment of the said sums, in respect of any Scheme Shareholders who hold over 100,000 Scheme Shares by cheque as aforesaid in clause 3.1.1 if, for any reason, it wishes to do so.
- 3.2 In the case of Eleco Shares acquired by Eleco Share Plan Participants pursuant to the exercise of options granted under the Eleco Share Plan in accordance with the proposals made by Bidco under Rule 15 of the Takeover Code, settlement of the Consideration payable under the Scheme or the Articles shall be made in accordance with the Share Plan Letters or by such other method as shall be determined by Eleco (including, without limitation, procuring that payments are made through payroll (net of any exercise price and any other applicable deductions (including, where applicable, income tax and/or employee National Insurance contributions) as soon as reasonably practicable following the Effective Date). For the avoidance of doubt, any payment made through payroll pursuant to this clause 3.2 shall be effected as soon as reasonably practicable following the Effective Date (and, in any event, by no later than the date which falls 14 days after the Effective Date).
- 3.3 All deliveries of notices, certificates, statements of entitlement and/or cheques required to be made pursuant to this Scheme shall be effected by sending the same by first class post (or by international standard post, if overseas) at the Scheme Shareholders' risk, in pre-paid envelopes addressed to the persons entitled thereto at their respective registered addresses, as appearing in the register of members of Eleco as at the Scheme Record Time (or, in the case of joint holders, at the registered address of the joint holder whose name stands first in such register at such time (except in either case as otherwise directed in writing by the relevant holder or joint holders)) and none of Eleco, Bidco or their respective agents or nominees or Neville Registrars, shall be responsible for any loss or delay in the transmission of any cheques sent in accordance with this clause 3.3 which shall be sent at the risk of the person or persons entitled to them.
- 3.4 All cheques and/or payments made in respect of the Acquisition shall be in pounds sterling drawn on a UK clearing bank and shall be made payable to the person or persons to whom, in accordance with the foregoing provisions of this clause 3, the envelope containing the same is addressed (save that, in the case of joint holders, Bidco reserves the right to make the cheque payable to all joint holders). The encashment of any such cheque shall be a complete discharge of Bidco's obligation under this Scheme to pay the monies represented thereby. The creation of an appropriate assured payment obligation as set out in clause 3.1.2 shall be a complete discharge of Bidco's obligation under the Scheme with reference to payments through CREST.
- 3.5 Neither Eleco nor Bidco nor their respective agents and/or nominee(s) shall be responsible for any loss or delay in the posting or transmission of any documents, remittances or cheques sent or transmitted in accordance with this Scheme which shall be sent at the risk of the persons entitled thereto.
- 3.6 The provisions of this clause 3 shall be subject to any condition or prohibition imposed by law.

4. Certificates and cancellation or transfer of CREST entitlements

- 4.1 With effect from, and including, no later than 7.00 a.m. on the Business Day following the Effective Date:
- 4.1.1 all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised therein and every Scheme Shareholder shall be bound at the request of the Company to deliver up the same for cancellation to the Company or Neville Registrars or, as it may direct, to destroy the same; and

- 4.1.2 Euroclear shall be instructed to cancel the entitlements of Scheme Shareholders to Scheme Shares in uncertificated form. Each holding of Scheme Shares credited to any stock account in CREST will be transferred to Bidco.
- 4.2 Subject to the completion and, if applicable, stamping of any such transfers, forms, instruments or instructions as may be required in accordance with clause 1.2, the Company will make, or procure to be made, appropriate entries in its register of members with effect from the Effective Date to reflect the transfer of Scheme Shares in accordance with clause 1 and the Company shall comply with its obligations set out in clause 1.5 in this respect.
- 4.3 If any Scheme Shareholders have not encashed their cheques within six months from the Effective Date, the cash consideration due to such Scheme Shareholders under this Scheme shall be held by Neville Registrars for a period of 12 years from the Effective Date in a separate bank account established solely for that purpose, and such Scheme Shareholders may claim the consideration due to them by written notice to Neville Registrars at any time during such 12-year period.

5. Mandates and dividends

All mandates relating to the payment of dividends on any Scheme Shares and other instructions (including communications preferences) given to the Company by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

6. Effective Date

- 6.1 This Scheme shall become Effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration.
- 6.2 Unless this Scheme shall have become Effective on or before 11.59 p.m. on the Long Stop Date, this Scheme shall never become Effective.

7. Modification

The Company and Bidco may jointly consent on behalf of all persons concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Takeover Code. For the avoidance of doubt, no modification shall be capable of being made once the Scheme has taken effect.

8. Governing law

This Scheme and all rights and obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law and shall be subject to the jurisdiction of the courts of England and Wales. The rules of the Takeover Code also apply to this Scheme.

Dated 2 October 2026

PART V

FINANCIAL INFORMATION ON ELECO AND THE BIDCO GROUP

Part A: Financial Information relating to Eleco

The following table sets out financial information in respect of Eleco required by Rule 24.3 of the Takeover Code. The documents referred to below (or parts thereof), the contents of which have previously been announced through a Regulatory Information Service, are available free of charge on Eleco's website at <https://ir.eleco.com/investor-relations/offer-for-eleco> and are incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code:

<i>Information incorporated by reference into this document</i>	<i>Website address (URL) for download</i>	<i>Page numbers in reference document</i>
Eleco Interim Results for the six-month period ended 30 June 2026	Interim Results – Eleco plc	–
Eleco Annual Report and Accounts for the financial year ended 31 December 2025	Annual Report 2025	63 to 113 (both inclusive)
Eleco Annual Report and Accounts for the financial year ended 31 December 2024	Annual Report 2024	60 to 112 (both inclusive)

The information above is available free of charge in “read only”, printable format from the hyperlinks set out above.

Part B: Eleco Ratings Information

No credit ratings agency has publicly accorded Eleco any current credit rating or outlook.

Part C: Financial Information relating to Bidco

Bidco was incorporated on 7 September 2026 under the laws of England and Wales and has not traded or paid any dividends since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition. Accordingly, no financial information is available or has been published in respect of it and there are no current ratings or outlooks publicly accorded to Bidco. Bidco has no material assets or liabilities, in each case other than those described in this document in connection with this Acquisition.

Part D: Financial effects of the Acquisition

Following the Scheme becoming Effective, the earnings, assets and liabilities of Bidco will include the consolidated earnings, assets and liabilities of the Eleco Group.

Part E: Publication on website and availability of hard copies

In accordance with Rule 26.1 of the Takeover Code, a copy of this document and the documents referred to above will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, on Eleco's website at <https://ir.eleco.com/investor-relations/offer-for-eleco> and on Bidco's website at <https://www.projecteagleoffer.com/> by no later than 12.00 noon (London time) on 5 October 2026. Neither the contents of these websites nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this document.

Part F: Requesting hard copy documents

In accordance with Rule 30.3 of the Takeover Code, a person so entitled may request a hard copy of this document and any information incorporated into it by reference to another source in hard copy form, free of charge, by contacting Neville Registrars Limited on 0121 585 1131 (or from outside of the UK, on +44 (0) 121 585 1131) between 9.00 a.m. and 5.00 p.m. Monday to Friday (London time) or by submitting a request in writing to Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands, United Kingdom, B62 8HD. For persons who receive a copy of this document in electronic form or via a website notification, a hard copy of this document will not be sent unless so requested. In accordance with Rule 30.3 of the Takeover Code, a person so entitled may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

PART VI

ADDITIONAL INFORMATION

1. Responsibility

- 1.1 The Eleco Directors, whose names are set out in paragraph 2.1 of this Part VI, accept responsibility for the information contained in this document (including any expressions of opinion) other than the information for which responsibility is taken by others pursuant to paragraphs 1.2 and 1.3 of this Part VI. To the best of the knowledge and belief of the Eleco Directors (who have taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Bidco Director, whose name is set out in paragraph 2.2 of this Part VI, accepts responsibility for the information contained in this document (including any expressions of opinion) relating to him, Bidco, the Bidco Group and their respective close relatives, related trusts and other connected persons and other persons acting in concert (as such term is defined in the Takeover Code) with the Bidco Director or Bidco (including, without limitation, information relating to Bidco's strategy and future intentions for Eleco). To the best of the knowledge and belief of the Bidco Director (who has taken all reasonable care to ensure that such is the case), the information contained in this document (including expressions of opinion) for which he accepts responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3 The Accel-KKR Responsible Persons, whose names are set out in paragraph 2.3 of this Part VI, accept responsibility for the information contained in this document (including any expressions of opinion) relating to them, the Wider Bidco Group and Bidco (and their respective close relatives, related trusts and other connected persons and persons acting in concert (as such term is defined in the Takeover Code)) with the Accel-KKR Responsible Persons, the Wider Bidco Group and Bidco (including, without limitation, information relating to Bidco's strategy and future intentions for Eleco). To the best of the knowledge and belief of the Accel-KKR Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this document (including expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Eleco Directors, Bidco Director and Accel-KKR Responsible Persons

- 2.1 The Eleco Directors and their respective functions are as follows:

Mark Castle	<i>Non-Executive Chair</i>
Jonathan Hunter	<i>Chief Executive Officer</i>
Neil Pritchard	<i>Chief Financial Officer</i>
James Pellatt	<i>Non-Executive Director</i>
Alyson Levett	<i>Non-Executive Director</i>
Dr Annette Nabavi	<i>Senior Independent Director</i>

Eleco is a public limited company incorporated in England and Wales with its registered office and the business address of the Eleco Directors at Dawson House, 5 Jewry Street, London, United Kingdom, EC3N 2EX. The external company secretary of Eleco is Elemental Company Secretary Limited.

- 2.2 The Bidco Director and his function is as follows:

Maurice Hernandez	<i>Director</i>
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Bidco's registered office and the business address of the Bidco Director is 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX.

2.3 The Accel-KKR Responsible Persons and their respective functions are as follows:

Tom Barnds	<i>Co-Managing Partner</i>
Rob Palumbo	<i>Co-Managing Partner</i>
Patrick Fallon	<i>Managing Director, Chief Operating Officer and Head of Investor Relations</i>
Maurice Hernandez	<i>Managing Director and Head of Europe</i>
Dean Jacobson	<i>Managing Director</i>
Park Durrett	<i>Managing Director</i>

2.4 The business address of each of the Accel-KKR Responsible Persons is 2180 Sand Hill Road, Suite 300, Menlo Park, CA 94025, United States.

3. Market quotations

The following table shows the Closing Price for one Eleco Share on:

- 3.1 the first Business Day of each of the six months immediately before the date of this document;
- 3.2 9 September 2026, being the last Business Day prior to the commencement of the Offer Period; and
- 3.3 1 October 2026, being the Last Practicable Date.

<i>Date</i>	<i>Price per Eleco Share (pence)</i>
1 April 2026	107.5
1 May 2026	120.5
1 June 2026	130.0
1 July 2026	117.5
3 August 2026	133.5
1 September 2026	135.0
9 September 2026	134.5
1 October 2026	230.0

4. Interests and dealings in relevant securities

4.1 **Definitions used in this section**

For the purposes of this paragraph 4:

“acting in concert” has the meaning given to it in the Takeover Code;

“arrangement” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments to vote in favour of the Scheme and/or related resolutions, details of which are set out in paragraph 5 of this Part VI);

“Barclays” has the meaning given to it in paragraph 7.2.1 of this Part VI;

“Barclays Overdraft Facility” has the meaning given to it in paragraph 7.2.1 of this Part VI;

“connected person” in relation to a Relevant Bidco Person or an Eleco Director, has the meaning given to it in section 252 of the Companies Act and any other person whose interests in shares are taken to be interests of such director pursuant to Part 22 of the Companies Act;

“control” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest(s) give(s) de facto control;

“dealing” has the meaning given to it in the Takeover Code and **“dealt”** has the corresponding meaning;

“derivative” has the meaning given to it in the Takeover Code;

“Disclosure Period” means the period commencing on 10 September 2025 (being the date 12 months prior to the date of commencement of the Offer Period) and ending at 6.00 p.m. on the Last Practicable Date;

“financial collateral arrangements” are arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code;

“interest” in relevant securities has the meaning given to it in the Takeover Code;

“Kivue Management Sellers” has the meaning given to it in paragraph 7.2.2 of this Part VI;

“Kivue Sellers” has the meaning given to it in paragraph 7.2.2 of this Part VI;

“Kivue SPA” has the meaning given to it in paragraph 7.2.2 of this Part VI;

“Offer Period” means, in this context, the period commencing on 10 September 2026 and ending at 6.00 p.m. on the Last Practicable Date;

“PEMAC Sellers” has the meaning given to it in paragraph 7.2.3 of this Part VI;

“PEMAC SPA” has the meaning given to it in paragraph 7.2.3 of this Part VI;

“Principal Sellers” has the meaning given to it in paragraph 7.2.2 of this Part VI;

“relevant securities of Bidco” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of Bidco, including equity share capital of Bidco (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;

“relevant securities of Eleco” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Eleco, including equity share capital of Eleco (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;

“Relevant Bidco Persons” means the Bidco Director and the Accel-KKR Responsible Persons;

“short position” means any short position (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.

“Veeuze Purchaser” has the meaning given to it in paragraph 7.2.4 of this Part VI; and

“Veeuze SPA” has the meaning given to it in paragraph 7.2.4 of this Part VI.

4.2 **Interests in relevant securities of Eleco**

4.2.1 As at the Last Practicable Date, the Eleco Directors and their connected persons had interests in relevant securities of Eleco as set out below:

Holdings of Eleco Shares (beneficial unless otherwise stated) other than awards over Eleco Shares issued or to be issued pursuant to the Eleco Share Plan

	<i>Number of Eleco Shares beneficially owned</i>	<i>Nature of interest</i>	<i>Per cent. of Eleco issued ordinary share capital as at the Last Practicable Date</i>
<i>Eleco Director</i>			
Jonathan Hunter	289,968	Ordinary shares	0.34%
Neil Pritchard	66,205	Ordinary shares	0.08%
Mark Castle	46,500	Ordinary shares	0.06%
James Pellatt	6,052	Ordinary shares	0.01%
TOTAL	408,725	Ordinary shares	0.48%

Awards over Eleco Shares issued or to be issued pursuant to the Eleco Share Plan

<i>Eleco Director</i>	<i>Number of Eleco Shares</i>	<i>Eleco Share Plan</i>	<i>Exercise Price if unexercised</i>	<i>Vesting Date</i>
Jonathan Hunter	125,000	Eleco 2014 Share Option Plan	74.3p	19 May 2023
	150,000		70p	1 August 2025
	150,000		80.5p	11 May 2026
	250,000		1p	5 June 2027
	250,000		1p	1 May 2028
	250,000		1p	29 May 2029
Neil Pritchard	200,000	Eleco 2014 Share	80.5p	11 May 2026
	200,000	Option Plan	1p	5 June 2027
	200,000		1p	1 May 2028
	200,000		1p	29 May 2029

4.2.2 In connection with the Acquisition, Eleco's remuneration committee has resolved, conditional upon the Scheme being sanctioned by the Court at the Court Sanction Hearing, that all applicable performance targets and remaining vesting periods attaching to the outstanding options granted under the Eleco Share Plan will be waived or disapplied, with the result that all outstanding options will vest in full and become exercisable upon the Scheme being sanctioned by the Court at the Court Sanction Hearing.

4.2.3 As at the Last Practicable Date, Eleco held no Eleco Shares in treasury.

4.3 **General**

Save as disclosed (i) in this paragraph 4 of this Part VI; or (ii) in respect of the irrevocable undertakings referred to in paragraph 5 of this Part VI, as at the Last Practicable Date:

- 4.3.1 none of (i) Bidco or any member of the Bidco Group; (ii) any Relevant Bidco Person or any connected person of any such Relevant Bidco Person (as the case may be); (iii) any other person acting in concert with Bidco; or (iv) any person with whom Bidco or any person acting in concert with Bidco had an arrangement of the kind referred to in Note 11 on the definition of "acting in concert" in the Takeover Code with any other person in relation to relevant securities of Eleco, had any interest in, right to subscribe in respect of, or short position in respect of, directly or indirectly, relevant securities of Eleco; and no such person had dealt in any relevant securities of Eleco during the Disclosure Period;
- 4.3.2 neither Bidco, nor any person acting in concert with Bidco, had borrowed or lent any relevant securities of Eleco (including any financial collateral arrangements);
- 4.3.3 none of (i) Eleco or any other member of the Eleco Group; (ii) any Eleco Director, or any connected person of any such Eleco Director; (iii) any other person acting in concert with Eleco; or (iv) any person with whom Eleco or any person acting in concert with Eleco had an arrangement of the kind referred to in Note 11 on the definition of "acting in concert" of the Takeover Code with any other person in relation to relevant securities of Eleco, had any interest in, right to subscribe in respect of, or short position in respect of, directly or indirectly, relevant securities of Eleco; and no such person has dealt in any relevant securities of Eleco during the Offer Period);
- 4.3.4 neither Eleco, nor any person acting in concert with Eleco, has borrowed or lent any relevant securities of Eleco (including any financial collateral arrangements); and
- 4.3.5 none of Eleco, any other member of the Eleco Group nor any of the Eleco Directors or any person connected with any Eleco Director has any interest in, or right to subscribe in respect of, or short position in respect of, directly or indirectly, relevant securities of Bidco; and no such person has dealt in relevant securities of Bidco during the Offer Period.

5. Details of irrevocable undertakings and letters of intent

5.1 *Eleco Director irrevocable undertakings*

The following Eleco Directors have given irrevocable undertakings to, amongst other things, exercise or procure the exercise of (as applicable) all voting rights to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting (or to accept, or procure the acceptance of the Offer, if the Acquisition is implemented as an Offer) in respect of their own registered and beneficial holdings (or those Eleco Shares over which they have control) of Eleco Shares:

<i>Name of Eleco Director</i>	<i>Number of Eleco Shares Beneficially Held</i>	<i>Per cent. of Eleco issued ordinary share capital as at the Last Practicable Date</i>
Jonathan Hunter	289,968	0.34%
Neil Pritchard	66,205	0.08%
Mark Castle	46,500	0.06%
James Pellatt	6,052	0.01%
TOTAL	408,725	0.48%

These irrevocable undertakings also extend to any Eleco Shares acquired by the Eleco Directors as a result of the vesting of awards or the exercise of options under the Eleco Share Plan. These undertakings will remain binding in the event that a higher competing offer for Eleco is made.

The obligations of the Eleco Directors under these irrevocable undertakings will lapse and cease to have effect on any of the following occurrences:

- only in the event of a switch from a Scheme to an Offer, if the Offer Document announcing the change in structure has not been published within 28 days of the date of the Announcement or within such longer period as Bidco, with the consent of the Panel and in accordance with the terms of the Cooperation Agreement, determines;
- the Scheme or Offer (as applicable) lapses or is withdrawn in accordance with its terms and no new, revised or replacement scheme or offer (as applicable) is announced at the same time;
- the Scheme has not become effective by 11.59 p.m. (London time) on the Long Stop Date (or, in circumstances where Bidco 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 Section 8 of Appendix 7 to the Takeover Code, on the long stop date provided for in the terms of such offer in accordance with Rule 12 of the Takeover Code);
- the date on which any competing offer for the entire issued and to be issued share capital of Eleco is declared unconditional or, if implemented by way of a scheme of arrangement, becomes effective; or
- Bidco 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 in accordance with Rule 2.7 of the Takeover Code at the same time.

5.2 *Eleco Shareholder irrevocable undertakings*

In addition to the Eleco Directors referred to above, each of the following Eleco Shareholders has given an irrevocable undertaking to, among other things, vote, or procure the vote, in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting (or, if the Acquisition is to be effected by way of an Offer, to accept, or procure the acceptance of, the Offer) in respect of their own beneficial holdings (or those Eleco Shares over which they have control) of Eleco Shares:

<i>Name of Eleco Shareholder</i>	<i>Number of Eleco Shares</i>	<i>Per cent. of Eleco issued ordinary share capital as at the Last Practicable Date</i>
Allen & Co		
Herbert Allen (beneficial owner: Allen & Co. Inc.)	7,712,202	9.14%
Herbert Allen (beneficial owner: Herbert Allen)	943,502	1.12%
Herbert Allen (beneficial owner: Susan Allen)	943,502	1.12%
Herbert Allen (beneficial owner: James W Quinn Grat No.4)	187,363	0.22%
Herbert Allen (beneficial owner: James W Quinn)	209,011	0.25%
Herbert Allen (beneficial owner: The Estate of Donald Keough)	943,502	1.12%
Herbert Allen (beneficial owner: Bruce Allen)	943,502	1.12%
Ketteley		
J M Finn Nominees Limited (beneficial owner: John Henry Beevor Ketteley)	4,098,456	4.86%
Alexandra Julia Kilgour O'Connor	951,822	1.13%
Sara Jane Doran	951,823	1.13%
Thomas Jack Saseedharan Ketteley	951,822	1.13%
Stephen John Ketteley	951,823	1.13%
TOTAL	19,788,330	23.45%

5.3 **Letters of intent**

In addition to the irrevocable undertakings from the Eleco Directors and the irrevocable undertakings from certain other Eleco Shareholders referred to above, the following Eleco Shareholders have given to Bidco non-binding letters of intent to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting (or to accept, or procure the acceptance of the Offer, if the Acquisition is implemented as an Offer), in respect of their own beneficial holdings (or those Eleco Shares over which they have control) of Eleco Shares:

<i>Name of Eleco Shareholder</i>	<i>Number of Eleco Shares</i>	<i>Per cent. of Eleco issued ordinary share capital as at the Last Practicable Date</i>
Charles Stanley	5,578,291	6.61%
J O Hambro	1,400,000	1.66%
Janus	3,143,443	3.73%
Jupiter	6,353,001	7.53%
Tikvah	3,380,614	4.01%
TOTAL	19,855,349	23.53%

6. **Persons acting in concert**

- 6.1 In addition to Bidco, the Accel-KKR Responsible Persons (together with their close relatives and related trusts) and the other members of the Wider Bidco Group (including Bidco's holding companies and their subsidiaries), the persons who, for the purposes of the Takeover Code, are acting, or deemed to be acting, in concert with Bidco are as follows:

- 6.1.1 N.M. Rothschild & Sons Limited, a private limited company whose registered office is at New Court, St Swithin's Lane, London EC4N 8AL, financial adviser to Bidco and Accel-KKR in connection with the Acquisition.
- 6.2 In addition to the Eleco Directors (together with their close relatives and related trusts) and the other members of the Wider Eleco Group, the persons who, for the purposes of the Takeover Code, are acting, or deemed to be acting, in concert with Eleco are as follows:
 - 6.2.1 Stephens Europe Limited, whose registered office is at 12 Arthur Street, London, England, EC4R 9AB, independent Rule 3 adviser and lead financial adviser to Eleco Directors in connection with the Acquisition; and
 - 6.2.2 Cavendish Capital Markets Limited, whose registered office is at 1 Bartholomew Close, London, England, EC1A 7BL, nominated adviser, sole broker and financial adviser to Eleco Directors in connection with the Acquisition.

7. Offer-related arrangements and material contracts

7.1 Offer-related arrangements

7.1.1 Confidentiality Agreement

On 21 July 2026, Accel-KKR Capital Partners VII, LP, on behalf of Bidco, and Eleco entered into a Confidentiality Agreement in relation to the Acquisition, pursuant to which, amongst other things, Accel-KKR Capital Partners VII, LP, on behalf of Bidco has undertaken to: (i) subject to certain exceptions, keep information relating to Eleco and the Acquisition confidential and not to disclose it to third parties; and (ii) use such confidential information only in connection with the Acquisition. These confidentiality obligations will remain in force until the earlier of: (a) completion of the Acquisition; and (b) 21 July 2028. The Confidentiality Agreement also contains undertakings from Accel-KKR Capital Partners VII, LP and those of its affiliates that received information pursuant to the Confidentiality Agreement that for a period of 12 months after the date of the Confidentiality Agreement, they will not solicit or offer to employ or engage any senior management employee of the Eleco Group involved in discussions relating to the Acquisition (subject to customary carve-outs).

7.1.2 Cooperation Agreement

Pursuant to the Cooperation Agreement, Bidco and Eleco have, amongst other things, each agreed to: (i) cooperate in relation to obtaining any consents, clearances, permissions, waivers and/or approvals as may be necessary, and the making of all filings as may be necessary, from or under the law, regulations or practices applied by any applicable Relevant Authority (as defined therein) in connection with the Acquisition; and (ii) cooperate in preparing and implementing certain arrangements with respect to the Eleco Share Plan and other employee-related matters. In addition, Bidco has agreed to certain provisions if the Scheme should switch to an Offer. The Cooperation Agreement is capable of termination in certain circumstances, including if the Acquisition is withdrawn, terminated or lapses, a third party announces a firm intention to make an offer for Eleco which completes, becomes effective or becomes unconditional, if prior to the Long Stop Date, any Condition has been invoked by Bidco (with the consent of the Panel), if the Eleco Directors withdraw or adversely modify or qualify their recommendation of the Acquisition, if the Scheme does not become Effective in accordance with its terms by the Long Stop Date or otherwise as agreed between Bidco and Eleco.

Pursuant to the terms of the Cooperation Agreement and the requirements of Section 3(g)(i) of Appendix 7 to the Takeover Code, Bidco undertakes that it will deliver a notice in writing to Eleco on the Business Day prior to the Court Sanction Hearing confirming either: (i) the satisfaction or waiver of the Conditions (other than the Sanction Condition (as defined therein)); or (ii) to the extent permitted by the Panel, that it intends to invoke or treat as unsatisfied or incapable of satisfaction one or more Conditions.

7.2 Eleco material contracts

The following contracts, not being contracts entered into in the ordinary course of business, and which are or may be material, have been entered into by members of the Eleco Group in the period

beginning 10 September 2024 (being the date two years prior to the commencement of the Offer Period) and ending on the Last Practicable Date:

7.2.1 *Barclays Overdraft Facility*

On 15 September 2026, the Company (as borrower) entered into a sterling business overdraft facility agreement (the “**Barclays Overdraft Facility**”) with Barclays Bank PLC (“**Barclays**”) (as lender) pursuant to which Barclays agreed to make available an overdraft facility of £1,000,000. Interest is payable on amounts outstanding under the Barclays Overdraft Facility at the rate of 1.75 per cent. per annum above the Bank of England Bank Rate. An overdraft fee of £875 per quarter is payable in respect of the facility. The Barclays Overdraft Facility is available for working capital purposes and is repayable on demand, with Barclays having the right to cancel any undrawn amounts at any time. The Barclays Overdraft Facility replaces the previous facility agreement dated 27 February 2025 between the Company and Barclays, with utilisations and other indebtedness outstanding under that agreement being deemed to constitute utilisations and indebtedness under the Barclays Overdraft Facility. The Barclays Overdraft Facility contains provisions customary for facilities of this nature, including obligations to provide financial information and to maintain a minimum level of unencumbered UK book debts relative to outstanding utilisations. Monies owing under the Barclays Overdraft Facility are secured by an existing debenture granted by the Company in favour of Barclays.

7.2.2 *Acquisition of Kivue Limited*

Kivue Sale and Purchase Agreement

On 10 February 2026, the Company, Rupert Justin Taylor, Stuart Charles Robertson and Andrew James Wallace Ingpen (the “**Principal Sellers**”) and various management option holders (together with the Principal Sellers, the “**Kivue Sellers**”) entered into a sale and purchase agreement (the “**Kivue SPA**”). Pursuant to the Kivue SPA, the Sellers agreed to sell, and the Company agreed to purchase, the entire issued share capital of Kivue Limited. Completion of the acquisition took place on 10 February 2026.

The acquisition was completed on an enterprise value basis of approximately £2.3 million, satisfied by cash consideration of approximately £1.84 million and the issue of 337,363 new ordinary shares in the Company. The transaction was structured on a locked-box basis by reference to a locked-box date of 31 October 2025 and included customary leakage protections.

Rupert Justin Taylor and Stuart Charles Robertson, the management sellers (the “**Kivue Management Sellers**”) gave customary business warranties in respect of Kivue Limited and provided a tax covenant. The other Principal Sellers gave customary fundamental warranties, including as to capacity and title to shares. The Kivue Management Sellers also provided an indemnity in respect of claims relating to historical share options. Liability under the warranties and tax covenant is subject to customary limitations as to quantum and time period. The Kivue Management Sellers further agreed to customary restrictive covenants, including non-compete and non-solicitation undertakings for periods of up to three years following completion. The Kivue SPA is governed by English law.

7.2.3 *Acquisition of PMI Software Limited*

PEMAC Share Purchase Agreement

On 14 January 2025, Elecosoft Ltd (a subsidiary of the Company) and PEMAC Software Limited, Noel O'Regan, Dominick Tighe and Adrian Whyte (together, the “**PEMAC Sellers**”) entered into a share purchase agreement (the “**PEMAC SPA**”). Pursuant to the PEMAC SPA, the Sellers agreed to sell, and Elecosoft Ltd agreed to purchase, the entire issued share capital of PMI Software Limited. Completion of the acquisition took place on 14 January 2025.

The initial consideration payable under the PEMAC SPA was approximately €6.0 million, subject to adjustment pursuant to a customary completion accounts mechanism. The PEMAC SPA also provided for additional earn-out consideration of up to €2.4 million, payable contingent upon the achievement of specified revenue and gross margin targets

by the PMI Software Limited business during the financial years ending 31 December 2025 and 31 December 2026. €900,000 was paid with respect to the first earn-out period.

The Sellers gave customary fundamental warranties, including as to capacity and title, and customary business warranties in respect of PMI Software Limited. The Sellers also provided a customary tax covenant in favour of Elecosoft Ltd. The Sellers further provided a limited number of indemnities in respect of certain matters relating to PMI Software Limited prior to completion. Such indemnities are subject to limitations with regard to quantum and time period. The Sellers further agreed to customary restrictive covenants, including non-compete and non-solicitation undertakings for a period of two years following completion. The PEMAC SPA is governed by Irish law.

7.2.4 *Disposal of Veeuze GmbH*

Veeuze Share Purchase Agreement

On 9 April 2026, the Company entered into a share purchase and transfer agreement (the “**Veeuze SPA**”) with 3 A Consult UG (haftungsbeschränkt) (the “**Veeuze Purchaser**”). Pursuant to the Veeuze SPA, the Company agreed to sell, and the Veeuze Purchaser agreed to acquire, the entire issued share capital of Veeuze GmbH by way of a management buy-out. Completion of the disposal took place on 9 April 2026.

The consideration payable under the Veeuze SPA comprised an initial cash payment of €1 and an entitlement for the Company to receive a share of the annual profit after tax generated by Veeuze GmbH over the period ending 31 December 2030, capped at €250,000. In connection with the disposal, the Company agreed to provide a financing package of €1.5 million to Veeuze GmbH, repayable over a five-year period ending on 31 December 2030 and bearing interest at a rate linked to the European Central Bank base rate plus 5.85 per cent. (and a minimum of not less than 8 per cent.).

The Company gave customary fundamental warranties in relation to title to the shares and certain limited warranties in respect of Veeuze GmbH. The Company also provided tax warranties and tax indemnities. The Veeuze Purchaser provided customary warranties as to its capacity and authority to enter into the transaction. Liability under the warranties and tax matters provisions is subject to customary limitations as to quantum and time period. The Veeuze Purchaser further agreed to indemnify the Company and certain related persons against specified claims relating to periods prior to completion. The Veeuze SPA is governed by German law.

7.3 ***Bidco material contracts***

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the Bidco Group since 10 September 2024 (being the date two years prior to the commencement of the Offer Period) and may be material:

7.3.1 *Confidentiality Agreement*

The Confidentiality Agreement, which is summarised in paragraph 7.1.1 above.

7.3.2 *Cooperation Agreement*

The Cooperation Agreement, which is summarised in paragraph 7.1.2 above.

7.3.3 *Equity Commitment Letter*

On 10 September 2026, and in connection with the financing of the Acquisition, Bidco and Accel-KKR Capital Partners VII, LP, entered into an equity commitment letter pursuant to which, amongst other things, Accel-KKR Capital Partners VII, LP, has agreed to provide equity financing to Bidco up to a maximum aggregate amount of £207,563,099 in order that Bidco can use the funds to finance the cash consideration payable for the Scheme Shares under the Acquisition (the “**Equity Commitment Letter**”).

8. Eleco Directors' service contracts

The details of the service contracts of the Eleco Directors are as follows:

8.1 *Eleco Executive Directors*

Set out below are details of the service agreements of the Executive Directors:

<i>Name of Executive Director</i>	<i>Date of service contract</i>	<i>Continuous period of employment commenced</i>	<i>Notice period</i>
Jonathan Hunter	14 June 2016	1 March 2007	Six months' notice by either party
Neil Pritchard	4 July 2022	3 October 2022	Six months' notice by either party

- 8.1.1 Jonathan Hunter's continuous employment with Eleco commenced on 1 March 2007. He is employed under a service agreement entered into on 14 June 2016, as subsequently varied, including pursuant to a letter of variation dated 12 November 2020 under which he was appointed Chief Executive Officer with effect from 24 September 2020. His current annual base salary is £290,000, with effect from 1 January 2026, having been increased from £260,000 in 2025.
- 8.1.2 Neil Pritchard is employed as Chief Financial Officer under a service agreement dated 4 July 2022 and his continuous employment with Eleco commenced on 3 October 2022. His current annual base salary is £223,000, with effect from 1 January 2026, having been increased from £210,000 in 2025.
- 8.1.3 The Executive Directors are entitled to certain benefits in kind. Both Executive Directors are entitled, subject to applicable eligibility requirements and scheme rules, to private medical insurance for themselves and their dependent family and life assurance cover of four times their annual base salary. Jonathan Hunter is also entitled to a car allowance of £5,000 per annum and director fees of £5,000 per annum.
- 8.1.4 The Executive Directors are entitled to participate in the Eleco Group Personal Pension Scheme. Eleco's contractual employer pension contribution in respect of Jonathan Hunter is equal to 9 per cent. of his annual base salary. Eleco's contractual employer pension contribution in respect of Neil Pritchard is equal to 5 per cent. of his annual base salary.
- 8.1.5 The Executive Directors are eligible to be considered for a discretionary annual performance-related bonus, the amount of which and the applicable performance conditions are determined by the Eleco Board, taking into account performance targets determined in consultation with Eleco's remuneration committee. The maximum bonus that the Chief Executive Officer can receive is 100 per cent. of his base salary. The maximum bonus for the Chief Financial Officer is 70 per cent. of his base salary.
- 8.1.6 Executive Directors are eligible to participate in share option and other share-based incentive arrangements operated by the Eleco Group, subject to the applicable rules of such arrangements and the discretion of Eleco. Details of the outstanding options held by the Executive Directors and their treatment in connection with the Acquisition are set out in paragraph 4.2.1 of Part VI of this document.
- 8.1.7 Each Executive Director's service contract can be terminated on notice (or, in specified circumstances, summarily) and their service contracts have no fixed expiry date. The appointment of each executive director is terminable: (i) on six months' notice by either party or (ii) with immediate effect at any time by Eleco by summary written notice in specified circumstances, including if the executive director commits a fundamental or repeated material breach of their obligations under their service contract, is guilty of gross misconduct or dishonesty, is convicted of certain criminal offences, is disqualified from acting as a director, becomes bankrupt or ceases to be eligible to work in the United Kingdom, in which case they will not be entitled to any payment other than amounts accrued but unpaid as at termination. Should notice be served, the executive directors will continue to receive basic salary and applicable contractual benefits for the duration of their notice period. Eleco may require the relevant executive director to continue to fulfil their current duties, may assign alternative duties commensurate with their status or may place the executive director on

garden leave for all or part of the notice period. In the case of Neil Pritchard only, Eleco may terminate his employment with immediate effect at any time during the notice period by making a payment in lieu of notice equal to the basic salary which he would otherwise have received during his notice period. Such payment is required to be made within 28 days of Eleco exercising that right and does not include any amount in respect of bonus, benefits or holiday entitlement which would otherwise have also accrued during that period. Jonathan Hunter's service contract does not contain an express general contractual right for Eleco to terminate his employment by making a payment in lieu of notice.

- 8.1.8 Each Executive Director is subject to certain post-termination restrictions for a period of six months following termination of his employment, with the applicable restricted period being reduced by any period spent on garden leave. Such restrictions include restrictions relating to competition, the solicitation of and dealing with certain clients and prospective clients, the solicitation, employment or engagement of certain employees and interference with certain suppliers and other business contacts.

8.2 ***Eleco Non-Executive Directors***

The details of the letters of appointment of the Eleco Non-Executive Directors are as follows:

- 8.2.1 Mark Castle was appointed as an Eleco Non-Executive Director with effect from 20 September 2021. His annual fees are an aggregate of £100,000.
- 8.2.2 Annette Nabavi was appointed as an Eleco Non-Executive Director with effect from 12 August 2021. Her annual fees are an aggregate of £59,000.
- 8.2.3 Alyson Levett was appointed as an Eleco Non-Executive Director with effect from 8 December 2023. Her annual fees are an aggregate of £52,000.
- 8.2.4 James Pellatt was appointed as an Eleco Non-Executive Director with effect from 8 April 2024. His annual fees are an aggregate of £52,000.
- 8.2.5 Each Eleco Non-Executive Director's letter of appointment is terminable by either party on three months' prior written notice.
- 8.2.6 Under their terms of appointment, the Eleco Non-Executive Directors are subject to confidentiality undertakings without limitation in time and Eleco maintains directors' and officers' indemnity insurance for their benefit.
- 8.2.7 Each of the Eleco Non-Executive Directors will step down from the Eleco Board on the Effective Date and will receive payment in lieu of their contractual notice period of three months.

8.3 ***Other service contracts***

Save as disclosed above, there are no service contracts or letters of appointment between any Eleco Director and any member of the Eleco Group and, save as disclosed above, no such contract or letter of appointment has been entered into or amended within the six months preceding the date of this document.

9. **Sources of information and bases of calculations**

- 9.1 Unless otherwise stated, in this document:

- 9.1.1 The value of Eleco as implied by the Acquisition Price stated in paragraph 2 of Part I of this document and paragraph 2 of Part II of this document is based on the fully diluted share capital of 88,324,723 as at the Last Practicable Date, calculated as follows:
- issued share capital of 84,387,572 Eleco Shares (per the confirmation by Eleco pursuant to Rule 2.9 of the Takeover Code set out in the Announcement); plus
 - 3,937,151 additional Eleco Shares are expected to be issued on or after the date of this document to satisfy the exercise of options and awards outstanding under the Eleco Share Plan on the Last Practicable Date.

- 9.2 Further sources of information regarding data reported in this document are as follows:
- 9.2.1 the Closing Price of 134.5 pence per Eleco Share on 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period) has been derived from Bloomberg data;
 - 9.2.2 the volume-weighted average prices for the three-month, six-month and twelve-month periods to (and including) 9 September 2026 (being the last Business Day prior to the commencement of the Offer Period), have been derived from Bloomberg data;
 - 9.2.3 unless otherwise stated, the financial information relating to Eleco is extracted (without material adjustment) from the 2025 Eleco Annual Report, audited accounts of the Eleco Group for the 12 months ended 31 December 2025 and the unaudited, consolidated financial statements of Eleco for the six months ended 30 June 2026; and
 - 9.2.4 certain figures included in this document have been subject to rounding adjustments.

10. General

- 10.1 Stephens has given and not withdrawn its written consent to the issue of this document with the inclusion of the references to its name in the form and context in which they appear.
- 10.2 Cavendish has given and not withdrawn its written consent to the issue of this document with the inclusion of the references to its name in the form and context in which they appear.
- 10.3 Rothschild & Co has given and not withdrawn its written consent to the issue of this document with the inclusion of the references to its name in the form and context in which they appear.
- 10.4 Save for the irrevocable undertakings referred to in paragraph 5 of this Part VI, there is no agreement, arrangement or understanding (including any compensation arrangement) between Bidco or any person acting in concert with it and any of the Eleco Directors, recent directors of Eleco, shareholders or recent shareholders of Eleco, or any person interested, or recently interested, in Eleco Shares, having any connection with, or dependence on, or which is conditional upon, the outcome of the Acquisition.
- 10.5 There is no agreement, arrangement or understanding whereby the beneficial ownership of any of the Eleco Shares to be acquired by Bidco pursuant to the Scheme will be transferred to any other person after the Effective Date, save that Bidco reserves the right to transfer any such shares to any other member of the Wider Bidco Group.
- 10.6 Save with the consent of the Panel or where the cashless exercise facility referred to in paragraph 5 of Part II of this document applies, settlement of the Consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme without regard to any lien, right of set-off, counterclaim or other analogous right to which Bidco may otherwise be, or claim to be, entitled as against such Scheme Shareholder.
- 10.7 Save to the extent disclosed in this document, the Eleco Directors are not aware of any significant change in the financial or trading position of Eleco since 30 June 2026, the date to which Eleco's most recent unaudited interim results were prepared.
- 10.8 The aggregate fees and expenses which are expected to be incurred by Eleco in connection with the Acquisition are estimated to amount to approximately £4.50 million (excluding applicable VAT and other taxes). This aggregate number consists of the following categories:

<i>Category</i>	<i>Approximately in £million</i>
Financial and corporate broking advice	3.64
Legal advice ⁽¹⁾	0.62
Accounting advice	0.02
Public relations advice	Nil
Other professional services	0.03
Other costs and expenses ⁽²⁾	0.20
Total	4.50

Notes:

- (1) An element of these costs is based on time spent and hourly rates. The figures included are based on time charged up to the Last Practicable Date, together with an estimate of time to completion of the Acquisition.
- (2) Other costs include registrar/receiving agent fees, printing costs and fees relating to the advertisement of the notice of Court Meeting in The Daily Telegraph.

10.9 The aggregate fees and expenses which are expected to be incurred by Bidco in connection with the Acquisition are estimated to amount to approximately £11.75 million (excluding applicable VAT and other taxes). This aggregate number consists of the following categories:

Category	Approximately in £million
Financing arrangements	2.70
Financial and corporate broking advice	3.80
Legal advice ⁽¹⁾	3.40
Accounting advice	0.50
Public relations advice	0.15
Other professional services	1.00
Other costs and expenses	0.20
Total	11.75

Notes:

- (1) An element of these costs is based on time spent and hourly rates. The figures included are based on time charged up to the Last Practicable Date, together with an estimate of time to completion of the Acquisition.

10.10 There is no agreement or arrangement to which Bidco is a party which relates to the circumstances in which it may or may not invoke a condition to the Scheme.

10.11 There are no arrangements of the kind referred to in Note 11 on the definition of “acting in concert” set out in the Takeover Code which exist between Bidco, or any person acting in concert with Bidco, and any other person.

10.12 There are no arrangements of the kind referred to in Note 11 on the definition of “acting in concert” set out in the Takeover Code which exist between Eleco, or any person acting in concert with Eleco, and any other person.

11. Documents available for inspection

11.1 Until and including the Effective Date (or the date on which the Scheme lapses or is withdrawn, if earlier) copies of the following documents will be available on Eleco’s website at <https://ir.eleco.com/investor-relations/offer-for-eleco> and Bidco’s website at <https://www.projecteagleoffer.com/>:

- 11.1.1 this document;
- 11.1.2 the announcement of publication of this document, released on the date hereof;
- 11.1.3 the Forms of Proxy;
- 11.1.4 the existing Articles;
- 11.1.5 the Articles as proposed to be amended by the Special Resolution to be proposed at the General Meeting;
- 11.1.6 Bidco’s articles of association;
- 11.1.7 the letters of consent from each of Stephens, Cavendish and Rothschild & Co referred to in paragraphs 10.1 to 10.3 (inclusive) of this Part VI;
- 11.1.8 the Confidentiality Agreement;
- 11.1.9 the Cooperation Agreement;
- 11.1.10 the Equity Commitment Letter;

- 11.1.11 the irrevocable undertakings and the letters of intent referred to in paragraph 5 of this Part VI;
- 11.1.12 the financial information relating to Eleco referred to in Part A of Part V of this document;
- 11.1.13 the letters to be sent to Eleco Share Plan Participants setting out the proposals relating to the Scheme in accordance with Rule 15 of the Takeover Code;
- 11.1.14 the advertisements of the notice of Court Meeting to be published in The Daily Telegraph on or as soon as practicable after the date of this document.

PART VII

DEFINITIONS

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

“2025 Eleco Annual Report”	the annual report and audited accounts of the Eleco Group for the year ended 31 December 2025;
“ACCC”	has the meaning given to it in paragraph 3.1.1 of Part III of this document;
“Accel-KKR”	AKKR Fund VII GP LP, a Cayman Islands exempted limited partnership;
“Accel-KKR Responsible Persons”	has the meaning given to it in paragraph 2.3 of Part VI of this document;
“Acquisition”	the proposed cash acquisition by Bidco of the entire issued, and to be issued, share capital of Eleco by means of the Scheme, or should Bidco so elect (subject to the consent of the Panel, if required, and the terms of the Cooperation Agreement), by means of an Offer and, where the context admits, any subsequent revision, variation, extension or renewal thereof;
“Acquisition Price”	235 pence in cash for each Eleco Share;
“Adjusted EBITDA”	EBITDA before lease payments (as defined under IFRS);
“AIM”	the market of that name operated by the London Stock Exchange;
“AIM Rules”	the AIM Rules for Companies published by the London Stock Exchange, as amended from time to time;
“Allen & Co”	together, Allen & Co. Inc., Herbert Allen, Susan Allen, James W Quinn Grat No.4, James W Quinn, The Estate of Donald Keough and Bruce Allen;
“Announcement”	the announcement made on 10 September 2026 by Bidco of its firm intention to make an offer to acquire the entire issued and to be issued share capital of Eleco, to be effected by way of the Scheme;
“Announcement Date”	10 September 2026;
“Annualised Recurring Revenue”	the recurring revenue in the month of June 2026 normalised and multiplied by twelve;
“Articles”	the articles of association of Eleco (as amended from time to time);
“Associated Undertaking”	has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose;
“Authorisation(s)”	authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions or approvals, in each case of a Third Party;

“Bidco”	Avocet Bidco Limited a private limited company incorporated in England and Wales with registered number 17443451;
“Bidco Director”	the director of Bidco;
“Bidco Group”	Bidco and its Subsidiary Undertakings and where the context permits, each of them;
“Business Day”	any day, other than a public holiday, Saturday or a Sunday, when banks are generally open for business in London for general banking business, other than solely for trading and settlement in euro;
“Cash EBITDA”	EBITDA less capitalisation of intangible development expenditure;
“Cavendish”	Cavendish Capital Markets Limited;
“CCA”	has the meaning given to it in paragraph 3.1.1 of Part III of this document;
“certificated” or in “certificated form”	not in uncertificated form (that is, not in CREST);
“CGT”	has the meaning given to it in paragraph 9.1 of Part II of this document;
“Chair”	has the meaning given to it in Part VIII;
“Charles Stanley”	Raymond James Wealth Management Limited trading as Charles Stanley;
“Clearance Determination”	has the meaning given to it in paragraph 3.1.3 of Part A of Part III of this document;
“Closing Price”	the closing middle market price of an Eleco Share as derived from the Daily Official List on any particular date;
“CMA”	the UK Competition and Markets Authority;
“Companies Act”	the Companies Act 2006 (as amended from time to time);
“Conditions”	the conditions to the implementation of the Acquisition and the Scheme set out in Part III of this document;
“Confidentiality Agreement”	the confidentiality agreement between Eleco and Accel-KKR Capital Partners VII, LP dated 21 July 2026, a summary of which is set out in paragraph 7.1.1 of Part VI of this document;
“Consideration”	the consideration payable by Bidco to Eleco Shareholders pursuant to the Acquisition comprising, for each Eleco Share, the Acquisition Price;
“Cooperation Agreement”	the cooperation agreement between Eleco and Bidco dated 10 September 2026, a summary of which is set out in paragraph 10.2 of Part II of this document and paragraph 7.1.2 of Part VI of this document;
“Court”	the High Court of Justice in England and Wales;

“Court Meeting”	the meeting or meetings of Scheme Shareholders convened pursuant to an order of the Court under section 896 of the Companies Act for the purposes of considering and, if thought fit, approving the Scheme (with or without amendment), including any adjournment thereof, the notice of which is set out in Part VIII of this document;
“Court Order”	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
“Court Sanction Hearing”	the hearing of the Court to sanction the Scheme under section 899 of the Companies Act and, if such hearing is adjourned, reference to commencement of any such hearing shall mean the commencement of the final adjournment thereof;
“CREST”	the relevant system (as defined in the CREST Regulations), in respect of which Euroclear is the Operator (as defined in the CREST Regulations);
“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time;
“CREST Proxy Instruction”	has the meaning given to it on page 4 of this document;
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time;
“CSOP Options”	has the meaning given to it in paragraph 5 of Part II of this document;
“CSOP Sub-Plan”	Addendum to the Eleco 2014 Share Option Plan – CSOP Options;
“Daily Official List”	the daily official list of the London Stock Exchange;
“Dealing Disclosure”	an announcement pursuant to Rule 8 of the Takeover Code containing details of dealings in interests in relevant securities of a party to an offer;
“Disclosed”	(a) the information disclosed by, or on behalf of, Eleco; (i) in the 2025 Eleco Annual Report; (ii) in the half year results for the six months period ended 30 June 2026; (iii) in the Announcement; or (iv) in any other announcement to a Regulatory Information Service prior to the publication of the Announcement; or (b) fairly disclosed in writing (including email or via the virtual data room operated by or on behalf of Eleco in respect of the Acquisition) to Bidco, Accel-KKR or any of its or their (or their affiliates’) officers, employees, agents or advisers (in their capacity as such);
“Disclosure Table”	the disclosure table on the Panel’s website at www.thetakeoverpanel.org.uk ;
“EA”	the Enterprise Act 2002;
“EBITDA”	earnings before interest, tax, depreciation, amortisation, acquisition-related expenses, impairment charges, and share-based payments and after lease payments;

“Effective”	either: (a) if the Acquisition is implemented by way of a Scheme, the Scheme having become effective in accordance with its terms; or (b) if the Acquisition is implemented by way of an Offer, the Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Takeover Code;
“Effective Date”	the date upon which the Acquisition (including the Scheme) becomes Effective in accordance with its terms;
“Eleco” or the “Company”	Eleco plc, a public limited company incorporated in England and Wales registered with registered number 00354915;
“Eleco Board” or “Eleco Directors”	the board of directors of Eleco at the time of this document or, where the context so requires, the directors of Eleco from time to time;
“Eleco ESOT”	the Eleco Holdings plc Employee Share Ownership Trust established on 6 November 1998;
“Eleco Group”	Eleco and any undertaking which is a Subsidiary Undertaking of Eleco;
“Eleco Interim Results”	Eleco’s unaudited interim financial results for the six-month period ended 30 June 2026;
“Eleco Non-Executive Directors”	means each of Mark Castle, Annette Nabavi, Alyson Levett and James Pellatt;
“Eleco Shareholders”	the holders of Eleco Shares;
“Eleco Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of one pence each in the capital of Eleco and “Eleco Share” means any one of them;
“Eleco Share Plan”	means the Eleco 2014 Share Option Plan, which includes the CSOP Sub-Plan, as amended from time to time;
“Eleco Share Plan Participants”	participants in the Eleco Share Plan;
“EMI Options”	has the meaning given to it in paragraph 5 of Part II of this document;
“Equity Commitment Letter”	has the meaning given to it in paragraph 7.3.3 of Part VI of this document;
“Euroclear”	Euroclear UK & International Limited;
“Executive Directors”	means Jonathan Hunter and Neil Pritchard;
“Excluded Shares”	any Eleco Shares which are: (i) registered in the name of or beneficially owned by Bidco and/or any member of the Wider Bidco Group (and/or any nominee of the foregoing); or (ii) held by Eleco in treasury, in each case, at the Scheme Record Time;
“Financial Conduct Authority” or “FCA”	the UK Financial Conduct Authority or its successor from time to time;

“Form(s) of Proxy”	the BLUE Form of Proxy for use at the Court Meeting and the WHITE Form of Proxy for use at the General Meeting (or either of them as the context may require), which are being sent to Eleco Shareholders;
“FY26 Profit Forecast”	has the meaning given to it in paragraph 1 of Part X;
“General Meeting”	the general meeting of Eleco Shareholders convened in connection with the Scheme to consider and, if thought fit, approve the Special Resolution (with or without amendment) including any adjournment, postponement or reconvening thereof;
“H1 FY25”	the six-month period ended 30 June 2025;
“HMRC”	HM Revenue & Customs;
“holder”	a registered holder (including any person(s) entitled by transmission);
“IFRS”	International Financial Reporting Standards;
“Janus”	Janus Henderson Investors UK Limited;
“J O Hambro”	J O Hambro Capital Management Limited;
“Jupiter”	Jupiter Asset Management Limited, acting as investment manager of the Rights & Issues Investment Trust PLC and Jupiter UK Smaller Companies Fund;
“Ketteley”	together, John Henry Beevor Ketteley, Alexandra Julia Kilgour O’Connor, Sara Jane Doran, Thomas Jack Saseedharan Ketteley and Stephen John Ketteley;
“Last Practicable Date”	1 October 2026 (being the Business Day immediately prior to the date of this document);
“London Stock Exchange”	London Stock Exchange plc, a public company incorporated in England and Wales under number 2075721;
“Long Stop Date”	10 March 2027 or such later date as may be agreed between Bidco and Eleco and, if required, as the Panel and the Court may allow;
“Market Abuse Regulation”	Regulation (EU) No 596/2014, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended from time to time;
“Meetings”	the Court Meeting and the General Meeting, together or individually, as the context requires, and “Meeting” means either of them;
“Neville Registrars”	Neville Registrars Limited, incorporated in England and Wales with registered number 04770411 and whose registered office address is Neville House, Steelpark Road, Halesowen, West Midlands, United Kingdom, B62 8HD;
“NSI Act”	National Security and Investment Act 2021;
“Offer”	if, subject to the consent of the Panel and the terms of the Cooperation Agreement, the Acquisition is implemented by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), the offer to be made by or on behalf of Bidco to acquire the entire issued and to be issued ordinary share capital of Eleco and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;

“Offer Period”	the offer period (as defined by the Takeover Code) relating to Eleco, which commenced on 10 September 2026 and ends on the date on which the Acquisition becomes Effective, lapses or is withdrawn (or such other date as the Panel may decide);
“Opening Position Disclosure”	has the meaning given to it by Rule 8 of the Takeover Code;
“Order”	has the meaning given to it in Part VIII;
“Overseas Shareholders”	Scheme Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;
“Panel” or “Takeover Panel”	the UK Panel on Takeovers and Mergers;
“Phase 2 CMA Reference”	has the meaning given to it in paragraph 3.2.2 of Part III of this document;
“Registrar of Companies”	the Registrar of Companies in England and Wales;
“Regulatory Information Service”	a service approved by the London Stock Exchange for the distribution to the public of announcements and included within the list maintained on the London Stock Exchange’s website;
“Relevant Authority”	any central bank, ministry, governmental, quasi governmental (including the European Union), supranational, statutory, regulatory or investigative body or authority (including any national or supranational antitrust or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction;
“Relevant Pension Plan”	has the meaning given to it in paragraph 3.8.11 of Part III of this document;
“Resolutions”	the resolutions to be proposed at the Court Meeting and the General Meeting necessary to implement the Scheme, including, amongst other things, the Special Resolution (and “Resolution” shall be construed accordingly);
“Restricted Jurisdiction”	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Eleco Shareholders in that jurisdiction;
“Rothschild & Co”	N.M. Rothschild & Sons Limited;
“SaaS”	software-as-a-service;
“Section 189 Letter”	has the meaning given to it in paragraph 3.1.1 of Part III of this document;
“Scheme”	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Eleco and the Scheme Shareholders, the terms of which are set out in Part IV of this document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Eleco and Bidco;

“Scheme Document”	this document, containing, among other things, the Scheme and the notices convening the Court Meeting and the General Meeting;
“Scheme Record Time”	6.00 p.m. on the Business Day following the date of the Court Sanction Hearing (or such later time as Bidco and Eleco may agree);
“Scheme Shareholder(s)”	holder(s) of Scheme Shares;
“Scheme Shares”	the Eleco Shares: (a) in issue as at the date of this document; (b) (if any) issued after the date of this document and prior to the Voting Record Time; and (c) (if any) issued at or after the Voting Record Time and at or prior to the Scheme Record Time either on terms that the original or any subsequent holders thereof shall be bound by the Scheme, or in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing, to be bound by the Scheme, in each case, remaining in issue at the Scheme Record Time but excluding any Excluded Shares;
“SDRT”	has the meaning given to it in paragraph 9.4 of Part II of this document;
“Share Plan Letters”	has the meaning given to it in paragraph 5 of Part II of this document;
“Special Resolution”	the special resolution to be proposed at the General Meeting in connection with, among other things, the approval of the Scheme and the amendment of the Articles by the adoption and inclusion of a new article under which any Eleco Shares issued or transferred after the General Meeting shall either be subject to the Scheme or (after the Effective Date) shall be immediately transferred to Bidco (or as it may direct) in exchange for the same consideration as is due under the Scheme;
“Stephens”	Stephens Europe Limited;
“Subsidiary” and “Subsidiary Undertaking”	each have the meaning given in the Companies Act;
“Takeover Code”	the City Code on Takeovers and Mergers (as amended from time to time);
“Third Party”	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, employee representative, administrative, fiscal or investigative body (including without limitation any antitrust regulator), court, trade agency, association, institution, environmental body, or any other body or person whatsoever in any jurisdiction;
“Tikvah”	Tikvah Management LLC;
“Total Recurring Revenue”	the recurring revenue across the six-month period;
“uncertificated” or “in uncertificated form”	recorded on the relevant register of members as being held in uncertificated form in CREST and title to which may, by virtue of the CREST Regulations, be transferred by means of CREST;

“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland;
“United States of America”, “United States” or “US”	the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
“US Exchange Act”	the United States Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (as amended);
“Voting Record Time”	6.00 p.m. on the day which is 48 hours (excluding any part of a day that is not a Business Day) before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is 48 hours (excluding any part of a day that is a non-Business Day) before the fixed time of such adjourned meeting;
“Waiver Determination”	has the meaning given to it in paragraph 3.1.2 of Part III of this document;
“Wider Bidco Group”	Bidco Group and Associated Undertakings and any other body corporate, partnership, joint venture or person in which Bidco and such undertakings (aggregating their interests) have an interest of more than 30 per cent. of the voting or equity capital or the equivalent; and
“Wider Eleco Group”	Eleco and Associated Undertakings and any other body corporate, partnership, joint venture or person in which Eleco and such undertakings (aggregating their interests) have an interest of more than 30 per cent. of the voting or equity capital or the equivalent (excluding, for the avoidance of doubt, Bidco and all of its associated undertakings which are not members of the Eleco Group).

For the purposes of this document, **“parent undertaking”**, and **“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 references to **“dollars”**, **“\$”**, **“US dollars”** and **“USD”** are to the lawful currency of the United States of America.

All references to **“euro”**, **“Euro”**, **“EUR”** or **“€”** are to the lawful currency of the EU member states that comprise the euro area.

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

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

References to the singular include the plural and *vice versa*.

PART VIII
NOTICE OF COURT MEETING

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

CR-2026-007073

IN THE MATTER OF ELECO PLC
and
IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE

NOTICE IS HEREBY GIVEN that, by an order dated 29 September 2026 made in the above matters (the “**Order**”), the Court has granted permission for a meeting (the “**Court Meeting**”) to be convened of Scheme Shareholders (as defined in the scheme of arrangement referred to below) for the purpose of considering and, if thought fit, approving the Scheme (as defined below) (with or without modification), being a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the “**Act**”) between Eleco plc (“**Eleco**” or the “**Company**”), and the Scheme Shareholders and that the Court Meeting will be held at the offices of Cavendish Capital Markets Limited, 1 Bartholomew Close, London, England, EC1A 7BL on 27 October 2026 at 10.30 a.m., at which place and time all Scheme Shareholders are requested to attend.

Unless the context requires otherwise, any capitalised term used but not defined in this notice of Court Meeting shall have the meaning given to such term in the document of which this notice of Court Meeting forms part.

At the Court Meeting, the following resolution will be proposed:

*“That the scheme of arrangement dated 2 October 2026 (the “**Scheme**”), between the Company and the Scheme Shareholders (each as defined in the Scheme), a print of which has been produced to this meeting and, for the purposes of identification, signed by the chair hereof (“**Chair**”), in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and jointly consented to by the Company and Avocet Bidco Limited, be approved and the directors of the Company be authorised to take all such actions as they consider necessary or appropriate for carrying the Scheme into effect.”*

A copy of the Scheme and of the explanatory statement required to be published pursuant to section 897 of the Act are incorporated in the document of which this notice forms part.

Voting on the resolution to approve the Scheme will be by way of a poll, which shall be conducted as the Chair of the Court Meeting may determine.

Right to appoint a proxy – procedure for appointment

Scheme Shareholders entitled to attend, speak and vote at the Court Meeting may vote in person at the Court Meeting or they may appoint another person, whether a member of the Company or not, as their proxy to attend, speak and vote in their place. Voting at the Court Meeting will be by poll which shall be conducted as the Chair of the Court Meeting may determine. Each holder of Scheme Shares present at the meeting (in person or by proxy) will be entitled to one vote for every Scheme Share registered in his or her name and each corporate representative or proxy will be entitled to one vote for each Scheme Share which he/she represents. It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of the Scheme Shareholders. Scheme Shareholders are strongly urged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods (by post, online or electronically through CREST) set out below.

Sending Forms of Proxy by post/hand

A BLUE Form of Proxy for use at the Court Meeting has been provided with this notice. Instructions for its use are set out on the BLUE Form of Proxy. It is requested that the BLUE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to Neville Registrars at Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands, B62 8HD by post using the pre-paid envelope provided or, during normal business hours only, by hand, to be received not later than 10.30 a.m. on 23 October 2026 or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) before the time and date set for the adjourned Court Meeting. However, if not so lodged, BLUE Forms of Proxy (together with any such authority, if applicable) may be handed to the Chair of the Court Meeting or to Neville Registrars, on behalf of the Chair of the Court Meeting, before the start of the Court Meeting and will be valid.

Scheme Shareholders are entitled to appoint a proxy in respect of some or all of their Scheme Shares. Scheme Shareholders are also entitled to appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. A space has been included in the BLUE Form of Proxy to allow Scheme Shareholders to specify the number of Scheme Shares in respect of which that proxy is appointed. A holder of Scheme Shares who returns the BLUE Form of Proxy duly executed but leaves this space blank or specifies a number of Scheme Shares (as defined in the Scheme) in excess of those held by that Scheme Shareholder at the time referred to below will be deemed to have appointed the proxy in respect of all of his or her Scheme Shares. Scheme Shareholders who wish to appoint more than one proxy in respect of their holding of Scheme Shares should contact Neville Registrars for further Forms of Proxy.

Electronic appointment of proxies through CREST

Scheme Shareholders entitled to attend, speak and vote at the Court Meeting who hold their shares through CREST may appoint a proxy using the CREST proxy voting service. Proxies submitted using the CREST Proxy Voting Service must be transmitted so as to be received by Neville Registrars (under CREST participant ID 7RA11) not later than 10.30 a.m. on 23 October 2026 (or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) before the time and date set for the adjourned Court Meeting). For this purpose, the time of receipt will be taken to be the time from which Neville Registrars are able to retrieve the message by enquiry to CREST. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5) of the CREST Regulations.

Online appointment of proxies

As an alternative to completing and returning the printed BLUE Form of Proxy or appointing a proxy through CREST, Scheme Shareholders entitled to attend, speak and vote at the Court Meeting may appoint a proxy electronically by logging on to the following website: www.sharegateway.co.uk. Shareholders will need to use their personal proxy registration code which is printed on their Form of Proxy to facilitate this. For an electronic proxy appointment to be valid, the appointment must be received by Neville Registrars not later than 10.30 a.m. on 23 October 2026 (or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-Business Day) before the time and date set for the adjourned Court Meeting). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

If you have not appointed a proxy online or electronically by the time above, you may hand a BLUE Form of Proxy to the Chair of the Court Meeting or to Neville Registrars, on behalf of the Chair of the Court Meeting, before the start of the Court Meeting and it will be valid.

Completion and return of a BLUE Form of Proxy, or the appointment of a proxy via CREST or electronically (or any other procedure described in the document of which this notice forms part), will not prevent a Scheme Shareholder from attending, speaking and voting in person at the Court Meeting, or any adjournment thereof, if such Scheme Shareholder wishes and is entitled to do so

Joint holders

In the case of joint Scheme Shareholders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

Voting Record Time

Entitlement to attend and vote at the Court Meeting and the number of votes which may be cast at the meeting will be determined by reference to the register of members of the Company at 6.00 p.m. on the day which is 48 hours before the date of the Court Meeting or, if the Court Meeting is adjourned, 6.00 p.m. on the day which is 48 hours before the fixed time of such adjourned meeting, in each case excluding any part of a day that is not a Business Day (the “**Voting Record Time**”). Changes to the register of members after the Voting Record Time will be disregarded for these purposes.

Corporate representatives

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a member, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised. Only one corporate representative is to be counted in determining whether under section 899(1) of the Companies Act a majority in number of the Scheme Shareholders approved the Scheme. The Chair of the Court Meeting may require a corporate representative to produce to Neville Registrars their written authority to attend and vote at the Court Meeting at any time before the start of the Court Meeting. If the Chair of the Court Meeting makes such a request, the representative shall not be entitled to exercise the powers conferred on them by the Scheme Shareholder until any such demand has been satisfied.

By the said Order, the Court has appointed Mark Castle of Dawson House, 5 Jewry Street, London, United Kingdom, EC3N 2EX, or failing him, Jonathan Hunter, or failing him, Neil Pritchard, or failing him, Annette Nabavi, or failing her, Alyson Levett, each of Dawson House, 5 Jewry Street, London, United Kingdom, EC3N 2EX, and each of whom is a director of the Company, as Chair of the Court Meeting and has directed the Chair to report the result of the Court Meeting to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 2 October 2026

Dorsey & Whitney (Europe) LLP
199 Bishopsgate
London
EC2M 3UT

Solicitors for the Company

PART IX

NOTICE OF GENERAL MEETING

Eleco plc

(Incorporated and registered in England and Wales No. 00354915)

NOTICE IS HEREBY GIVEN that a general meeting of Eleco plc (the “**Company**”) will be held at the offices of Cavendish Capital Markets Limited, 1 Bartholomew Close, London, England, EC1A 7BL on 27 October 2026 at 10.45 a.m. (London time) (or as soon as reasonably practicable thereafter as the Court Meeting (as defined in the Scheme referred to in the resolution below) concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolution, which shall be proposed as a special resolution.

Unless the context requires otherwise, any capitalised term used but not defined in this notice of General Meeting (including the notes hereto) shall have the meaning given to such term in the document of which this notice of General Meeting forms part.

SPECIAL RESOLUTION

THAT:

- 1.1 for the purpose of giving effect to the scheme of arrangement dated 2 October 2026 (as amended or supplemented) between the Company and the holders of Scheme Shares (as defined in such scheme of arrangement), a print of which has been produced to this meeting and for the purpose of identification signed by the chair of this meeting, in its original form or subject to such modification, addition or condition as may be approved or imposed by the High Court of Justice of England and Wales (the “**Court**”) (where relevant) and agreed by the Company and Bidco (the “**Scheme**”):
 - 1.1.1 the Scheme be and is hereby approved;
 - 1.1.2 the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
 - 1.1.3 with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new Article 135:

“135 SCHEME OF ARRANGEMENT

- 135.1 In this Article 135, the “**Scheme**” means the scheme of arrangement dated 2 October 2026 (as amended or supplemented), between the Company and the Scheme Shareholders (as defined in the Scheme) under Part 26 of the Companies Act 2006 and as approved by the holders of the Scheme Shares at the meeting convened by the Court (as defined in the Scheme) and as it may be modified or amended in accordance with its terms, and (save as otherwise defined in this Article), expressions defined in the Scheme shall have the same meanings in this Article.
- 135.2 Notwithstanding any other provision of these Articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues any ordinary shares (other than to Avocet Bidco Limited (“**Bidco**”), any subsidiary of Bidco, any parent undertaking of Bidco or any subsidiary of such parent undertaking or any nominee(s) of Bidco (each a “**Bidco Company**”)) on or after the adoption of this Article and before the Scheme Record Time (as defined in the Scheme), such ordinary shares shall be issued subject to the terms of the Scheme and shall be Scheme Shares for the purposes of the Scheme and the original or any subsequent holder of such ordinary shares shall be bound by the Scheme accordingly.

- 135.3 Notwithstanding any other provision of these Articles, if any ordinary shares are issued to any person (other than a Bidco Company or its nominee(s)) (a **"New Member"**) at or after the Scheme Record Time (as defined in the Scheme) (the **"Post-Scheme Shares"**), such Post-Scheme Shares shall, subject to the Scheme becoming Effective, be immediately transferred to Bidco (or such person as Bidco may direct) (the **"Purchaser"**) by the New Member (or any nominee of such New Member) in consideration of the payment to the New Member of an amount in cash for each Post-Scheme Share equal to the consideration which such New Member would have been entitled to receive had each Post-Scheme Share been a Scheme Share (as applicable, after deduction of tax, National Insurance contributions or other social security contributions which an employer or any other company is required to withhold or account for in respect of either that consideration or the issue of such shares (the **"Relevant Deductions"**)).
- 135.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Effective Date (as defined in the Scheme), the value of the consideration per Post-Scheme Share to be paid under Article 135.3 above shall be adjusted by the Eleco Board in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be fair and reasonable to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly.
- 135.5 To give effect to any transfer of Post-Scheme Shares required by this Article, the Company may appoint any person as attorney and/or agent for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to do all such things and execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member to transfer the Post-Scheme Shares to the Purchaser or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) shall not thereafter (except to the extent that such attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser or its nominee(s) and the Company may give a good receipt for the purchase price of the Post-Scheme Shares and may register the Purchaser or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to Article 135.3 above by sending a cheque drawn on a UK clearing bank or an electronic payment (or shall procure that such a cheque or electronic payment is sent) in favour of the New Member (or the relevant transferee or nominee) for the purchase price of each Post-Scheme Share, or by an alternative method communicated by the Purchaser to the New Member, and in each case, as soon as practicable and in any event, subject to Article 135.6 below, no later than 14 days after the date on which such Post-Scheme Shares are acquired by the Purchaser.
- 135.6 Where the payment of any consideration for Post-Scheme Shares to a New Member requires Relevant Deductions to be made and the Company determines that such payment is to be made through payroll to the relevant New Member, such payment shall be effected as soon as reasonably practicable after the date on which such Post-Scheme Shares are acquired by the Purchaser (but is not required to be effected within 14 days after the date on which such Post-Scheme Shares are acquired by the Purchaser).

- 135.7 If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 6.2 of the Scheme (or such later date, if any, as Bidco and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this Article 135 shall be of no effect.
- 135.8 Notwithstanding any other provision of these Articles, neither the Company nor the Eleco Board shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date of the Scheme other than to the Purchaser or its nominee(s) pursuant to the Scheme.”

By order of the Eleco Board

Dated 2 October 2026

Elemental Company Secretary Limited

Company Secretary

Registered office:

27 Old Gloucester Street, London,
United Kingdom
WC1N 3AX

Notes:

1. A member of the Company entitled to attend, speak and vote at this meeting is entitled to appoint one or more proxies to attend, to speak and to vote in their place. If you wish to appoint a proxy, please use the WHITE Form of Proxy enclosed with this notice. In the case of joint Eleco Shareholders, only one need sign the WHITE Form of Proxy. The vote of the senior joint shareholder will be accepted to the exclusion of the votes of the other joint Eleco Shareholders. For this purpose, seniority will be determined by the order in which the names of the Eleco Shareholders appear in the register of members in respect of the joint shareholding. The completion and return of the WHITE Form of Proxy will not stop you from attending and voting in person at the General Meeting should you wish to do so and are so entitled. If you have appointed a proxy and attend the General Meeting and vote in person, your proxy appointment will automatically be terminated. A proxy need not be a shareholder of the Company.
2. To be valid, the WHITE Form of Proxy, together with any power of attorney or other authority under which it is signed, or a duly certified copy thereof, must be received at the offices of Neville Registrars at Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands, B62 8HD by post using the pre-paid envelope provided, not later than 48 hours before the time of the General Meeting or, as the case may be, the adjourned General Meeting (excluding any part of such 48-hour period falling on a non-Business Day). Completion and return of a WHITE Form of Proxy will not prevent a member from attending and voting at the General Meeting, or any adjournment thereof, if he/she wishes to do so. Any power of attorney or other authority under which the WHITE Form of Proxy is signed (or a duly certified copy thereof) must accompany the WHITE Form of Proxy.
3. Alternatively, you can submit your proxy electronically at www.sharegateway.co.uk. Eleco Shareholders will need to use their personal proxy registration code which is printed on their Form of Proxy to facilitate this. Electronic proxy appointments must be received not later than 10.45 a.m. on 23 October 2026 (or, in the case of an adjourned General Meeting, not less than 48 hours prior to the time and date set for such adjourned General Meeting (excluding any non-Business Day)).
4. In the case of a member which is a corporation, the WHITE Form of Proxy must be executed under its common seal or signed on its behalf by a duly authorised officer of the corporation or an attorney for the corporation.
5. If you wish to appoint more than one proxy (whether the same or different persons), each proxy must be appointed to exercise the rights attached to a different Eleco Share or Eleco Shares held by you. Eleco Shareholders who wish to appoint more than one proxy in respect of their holding of Eleco Shares should contact Neville Registrars for further Forms of Proxy.
6. If a WHITE Form of Proxy does not state the number of Eleco Shares to which it applies (a **"blank proxy"**) then that proxy is deemed to have been appointed in relation to the total number of Eleco Shares registered in your name (the **"member's entire holding"**).
7. In the event of a conflict between a blank proxy and a WHITE Form of Proxy which does state the number of Eleco Shares to which it applies (a **"specific proxy"**), the specific proxy shall be counted first, regardless of the time it was sent or received (on the basis that as far as possible, the conflicting forms of proxy should be judged to be in respect of different Eleco Shares) and remaining Eleco Shares will be apportioned to the blank proxy (*pro rata* if there is more than one).
8. Where there is more than one proxy appointed and the total number of Eleco Shares in respect of which proxies are appointed is no greater than your entire holding, it is assumed that proxies are appointed in relation to different Eleco Shares, rather than that conflicting appointments have been made in relation to the same Eleco Shares.
9. If two or more valid but different WHITE Forms of Proxy are received in respect of the same share for use at the General Meeting, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share and if the Company is unable to determine which was the last received, none of them shall be treated as valid in respect of that share.
10. If conflicting WHITE Forms of Proxy are sent or received at the same time in respect of (or deemed to be in respect of) your entire holding, none of them shall be treated as valid.
11. Where the aggregate number of Eleco Shares in respect of which proxies are appointed exceeds your entire holding and it is not possible to determine the order in which they were sent or received (or they were all sent or received at the same time), all appointments will be rendered invalid.
12. The Company, pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, specifies that entitlement to attend and vote at the General Meeting or any adjournment thereof, and the number of votes which may be cast thereat, will be determined by reference to the register of members of the Company at 6.00 p.m. on the date 48 hours before the time of such meeting or adjourned meeting (excluding any non-Business Day). Changes to the register of members after 6.00 p.m. on 23 October 2026 or, if the General Meeting is adjourned, after 6.00 p.m. on the date 48 hours prior to the fixed time set for the adjourned General Meeting (excluding any non-Business Day), will be disregarded in determining the rights of any person to attend or vote at the General Meeting.
13. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
14. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear UK & International Limited's specifications, and must contain the information required for such instruction, as described in the CREST Manual (available via www.euroclear.com). The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer's agent ID 7RA11 by 10.45 a.m. on 23 October 2026. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST application host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

15. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
16. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5) (a) of the Uncertificated Securities Regulations 2001.
17. Unless otherwise indicated on the WHITE Form of Proxy, the proxy will vote as they think fit or, at their discretion, abstain from voting.
18. A corporation which is an Eleco Shareholder can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that no more than one corporate representative exercises powers over the same share.
19. As at the Last Practicable Date, the Company's issued share capital comprised 84,387,572 Eleco Shares of one pence each carrying one vote each. Therefore, the total voting rights of the Company as at the Last Practicable Date are 84,387,572.
20. Any member attending the General Meeting has a right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the General Meeting but no such answer need be given if: (a) to do so would interfere unduly with the preparation for the General Meeting or involve the disclosure of confidential information; (b) the answer has already been given on a website in the form of an answer to a question; or (c) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered.
21. Voting on the resolution at the General Meeting will be conducted by a poll rather than a show of hands.
22. A copy of this Notice of General Meeting can be found at <https://ir.eleco.com/investor-relations/offer-for-eleco>.
23. Shareholders may not use any electronic address provided in this notice of General Meeting or in any related document to communicate with the Company for any purpose other than those expressly stated.

PART X

FY26 PROFIT FORECAST

1. FY26 Profit Forecast

Included within the H1 trading update of Eleco in respect of the six-month period ended 30 June 2026, published by Eleco on 23 July 2026, was the following statement in respect of the financial year of Eleco ending 31 December 2026:

“With the ongoing digitalisation of construction and asset-intensive industries and the increasing regulatory and sustainability demands placed on our customers, the Board remains confident in delivering full year 2026 results in line with market expectations.”

(the “FY26 Profit Forecast”).

2. Application of Rule 28 of the Takeover Code to the FY26 Profit Forecast

The FY26 Profit Forecast constitutes an ordinary course profit forecast for the purposes of Note 2(a) to Rule 28.1 of the Takeover Code, to which the requirements of Rule 28.1(c)(i) of the Takeover Code apply.

3. Eleco Directors’ confirmation

The Eleco Directors confirm that, as at the date of this document, the FY26 Profit Forecast remains valid and has been properly compiled on the basis of the assumptions stated below and that the basis of accounting used is consistent with Eleco’s existing accounting policies.

4. Basis of preparation

The FY26 Profit Forecast is based on Eleco’s current internal unaudited forecasts for the financial year ending 31 December 2026.

The FY26 Profit Forecast has been compiled on the basis of the assumptions set out below, and the basis of the accounting policies used in the FY26 Profit Forecast is consistent with the existing accounting policies of Eleco.

The FY26 Profit Forecast has been prepared on the basis referred to above and subject to the principal assumptions set out below.

The FY26 Profit Forecast is inherently uncertain and there can be no guarantee that any of the assumptions listed below will prove to be correct. If they do not prove to be correct, the effect on Eleco’s results of operations, financial condition, or financial performance may be material.

The FY26 Profit Forecast should therefore be read in this context and construed accordingly.

5. Principal assumptions

The Eleco Directors have made the following assumptions in respect of the FY26 Profit Forecast:

Assumptions outside the influence or control of the Eleco Directors:

- there will be no material change to existing prevailing macroeconomic, political, inflationary, regulatory, taxation or legal conditions in the markets or regions in which Eleco operates;
- there will be no material change in current interest rates, economic growth, inflation expectations or foreign exchange rates compared with Eleco’s estimates, in each case in the jurisdictions in which Eleco operates;
- there will be no material change in accounting standards;

- there will be no material change to Eleco's market environment, including in relation to customer demand or the competitive environment;
- there will be no material litigation or regulatory investigations, or material unexpected developments in any existing litigation or regulatory investigation, in relation to any of Eleco's operations, products or services; and
- there will be no business disruptions that materially affect Eleco, its customers, operations, supply chain or labour supply, including natural disasters, acts of terrorism, cyber-attack and/or technological issues.

Assumptions within the influence or control of the Eleco Directors:

- there will be no material unplanned acquisitions, disposals, distribution partnerships, joint ventures or other commercial agreements, other than those already assumed within the FY26 Profit Forecast;
- there will be no material change in the existing operational strategy of Eleco;
- there will be no material changes in Eleco's accounting policies and/or the application thereof;
- there will be no material deterioration in Eleco's relationships with its customers and no material adverse change to Eleco's ability to meet its customers' needs and expectations based on current practice;
- there will be no other material issue, beyond those already known to the Eleco Directors at the current time, that will arise in respect of Eleco;
- there will be no material change in dividend or capital allocation policies of Eleco;
- there are no material strategic investments or capital expenditure in addition to those already planned; and
- there will be no material change in the present management of Eleco.

