

SHARE EXCHANGE AGREEMENT

between

BLACKMEAD INFRASTRUCTURE LIMITED

and

ARIZONA BIDCO LIMITED

relating to the transfer of shares in Foresight Sustainable Forestry Company plc

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THIS AGREEMENT is made by way of deed on

24 June 2024

BETWEEN:

- (1) **BLACKMEAD INFRASTRUCTURE LIMITED**, a company registered in England and Wales with company number 08928992 whose registered office is at c/o Foresight Group LLP, The Shard, 32 London Bridge Street, London SE1 9SG (the "**Target Shareholder**"); and
- (2) **ARIZONA BIDCO LIMITED**, a company incorporated in England and Wales with registered number 15730327 whose registered office is at c/o Foresight Group LLP, The Shard, 32 London Bridge Street, London SE1 9SG ("**Bidco**"),

(each a "**party**" and together the "**parties**").

RECITALS

- (A) This Agreement sets out the terms of the agreement between the parties for the transfer of the shareholding of the Target Shareholder in the Target to Bidco.
- (B) In consideration of such transfer, Bidco shall issue 51,003,762 Bidco Shares to the Target Shareholder in accordance with the terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement:

"Affiliate" means, in relation to a person, a person that directly or indirectly Controls, is Controlled by, or is under common Control with, such person;

"Bidco Shares" means the A ordinary shares of £0.01 each in the capital of Bidco;

"Business Day" means a day (other than Saturdays and Sundays) on which banks in London are open for business;

"Control" means the power to direct the management and policies of a person directly or indirectly, whether through the ownership of voting securities, by contract or otherwise;

"CREST" means the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755)) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form;

"Encumbrance" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, usufruct, other encumbrance or security interest of any kind, or another type of preferential arrangement having similar effect, or any agreement to create any of the foregoing, other than (x) any such right or interest set

out in the articles of association of the Target or Bidco, as the case may be, or (y) applicable to companies generally (including applicable federal and state securities laws);

"Long Stop Date" means 31 October 2024 or such later date as may be agreed by the parties in writing;

"Offer" means the proposed acquisition by Bidco of certain of the issued, and to be issued, Ordinary Shares by means of a Scheme of Arrangement (or, if Bidco elects, with the consent of the UK Panel on Takeovers and Mergers, by way of a Takeover Offer), the terms of which are set out in the announcement made by Bidco on 29 May 2024 under Rule 2.7 of the Takeover Code, and any subsequent revision or variation thereof;

"Ordinary Shares" means the ordinary shares of £0.01 each in the capital of the Target;

"Scheme of Arrangement" means the scheme of arrangement of the Target to implement the Offer under Part 26 of the UK Companies Act 2006;

"Takeover Offer" means a takeover offer to implement the Offer;

"Target Shares" means the 51,003,762 Ordinary Shares held by the Target Shareholder;

"Target" means Foresight Sustainable Forestry Company plc, a public limited company incorporated in England and Wales with registered number 13594181 whose registered office is at Foresight Group, The Shard, 32 London Bridge Street, London SE1 9SG;

1.2. In this Agreement, a reference to:

- 1.2.1. a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time whether before or after the date of this Agreement and any subordinate legislation made or other thing done under the statutory provision whether before or after the date of this Agreement;
- 1.2.2. a document is a reference to that document as modified or replaced from time to time;
- 1.2.3. a person includes a reference to a corporation, body corporate, association or partnership;
- 1.2.4. a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- 1.2.5. the singular includes the plural and vice versa (unless the context otherwise requires);
- 1.2.6. a time of day is a reference to the time in London, unless a contrary indication appears;
- 1.2.7. a clause, schedule or appendix, unless the context otherwise requires, is a reference to a clause of, schedule to or document appended to this Agreement; and

- 1.2.8. the ejusdem generis principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

- 1.3. The headings in this Agreement do not affect its interpretation.

2. CONDITIONS

- 2.1. The obligations of the Target Shareholder and Bidco in clause 3, are in each case conditional in all respects upon the Scheme of Arrangement becoming effective in accordance with its terms (or, if Bidco elects to effect the Offer by way of contractual takeover offer, upon the Offer being declared unconditional in all respects) (the "**Condition**").

- 2.2. If:

- 2.2.1. the Scheme of Arrangement lapses or is withdrawn in accordance with its terms and Bidco publicly confirms that it does not intend to proceed with the Offer or to implement the Offer by way of a Takeover Offer or otherwise;

- 2.2.2. the Takeover Offer lapses or is withdrawn; or

- 2.2.3. the Condition is not satisfied or waived by the parties prior to the Long Stop Date,

this Agreement will terminate in full and cease to have any effect on and from the date of the occurrence of such an event.

3. SHARE EXCHANGE

- 3.1. Following the satisfaction of the Condition, the Target Shareholder and Bidco shall take or procure to be taken the following actions on the date on which the Condition is satisfied (or such other time as the parties may agree), which shall be deemed to take place simultaneously:

- 3.1.1. the Target Shareholder shall transfer or procure the transfer of the Target Shares with full title guarantee and free from Encumbrances to Bidco, and Bidco shall acquire the Target Shares;

- 3.1.2. in satisfaction of clause 3.1.1, the Target Shareholder shall in respect of the Target Shares, procure the execution of stock transfer forms in relation to the Target Shares which are held in certificated form in favour of Bidco and shall deliver the same to Bidco together with the share certificates relating to such shares (or an express indemnity in the case of any lost certificate);

- 3.1.3. Bidco shall, in consideration of the share transfer referred to in clauses 3.1.1 and 3.1.2 above, issue to the Target Shareholder (or such Affiliate as the Target Shareholder may nominate having received the prior written consent of Bidco provided that the Affiliate executes a deed of adherence to this Agreement in a form

reasonably satisfactory to Bidco) 51,003,762 Bidco Shares, together with all rights attached or accruing to them; and

3.1.4. Bidco shall provide the Target Shareholders with the address for delivery in respect of clause 3.1.2 no later than 3 Business Days prior to the satisfaction of the Condition.

3.2. The parties believe that stamp duty group relief will be available in respect of the transfer of the Target Shares pursuant to or in accordance with this Agreement.

4. POWER OF ATTORNEY

With effect from the completion of the actions set out in Clause 3.1, the Target Shareholder irrevocably and unconditionally appoints Bidco for a period of six months (or until Bidco is registered as holder of the Target Shares, if earlier) as its attorney with full powers of substitution in its name and for it and on its behalf (and to the complete exclusion of any rights that the Target Shareholder may have in such regard) lawfully to exercise all voting and other rights and receive all the benefits and entitlements which may now or at any time in the future attach to the Target Shares and to transfer and deal with such Target Shares, rights, benefits and entitlements and execute such documents under hand or as a deed and do such acts and things as Bidco shall from time to time think fit in all respects as if Bidco were the absolute legal and beneficial owner of the Target Shares. The powers of attorney granted in this clause 4 are given by way of security for the due performance by the Target Shareholder of its obligations under this Agreement. The powers of attorney granted in this clause 4 shall not permit Bidco to incur any cost or liability on behalf of the Target Shareholder nor to take any steps to re-register the Target an unlimited company.

5. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce any term of this Agreement. Nothing in this clause 4 affects any right or remedy of a third party which exists or is available apart from the Third Parties Act.

6. GENERAL

6.1. Each party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

6.2. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

6.3. No amendment shall be made to this Agreement save by instrument in writing signed by all the parties.

6.4. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.5. Each party acknowledges that the other parties may be irreparably harmed by any breach of the terms of this Agreement and that damages may not necessarily be an adequate remedy. Accordingly, a non-breaching party shall be entitled to seek the remedies of final or interim injunction, specific performance and other equitable relief, or any combination of these remedies, for any potential or actual breach of its terms in addition to all other remedies available at law or in equity.

7. NOTICES

7.1. A notice under or in connection with this Agreement (a "**Notice**") shall be:

7.1.1. in writing;

7.1.2. in the English language; and

7.1.3. delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by email to the party due to receive the Notice at the address specified in Clause 7.2 (or to another address specified by that party by not less than seven days' written notice to the other party).

7.2. The address referred to in clause 7.1.3 is:

in the case of the **Target Shareholder** to:

Address:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Email:

[REDACTED]

in the case of **Bidco** to:

Address:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Email:

[REDACTED]

- 7.3. A party may change its notice details on giving notice to the other party of the change in accordance with clauses 7.1, 7.2 and 7.4.
- 7.4. Unless there is evidence that it was received earlier, a Notice is deemed given:
- 7.4.1. if delivered personally, when left at the address referred to in clause 7.2;
 - 7.4.2. if sent by post, except air mail, two Business Days after posting it;
 - 7.4.3. if sent by air mail, six Business Days after posting it;
 - 7.4.4. if sent by fax, when confirmation of its error free transmission has been recorded by the sender's fax machine; or
 - 7.4.5. if sent by email, when sent.

Any Notice sent outside of the hours of 9.00 a.m. to 5.30 p.m. shall be deemed to be given at the start of the next Business Day.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with English law.
- 8.2. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (a "**Dispute**") including a dispute regarding the existence, validity or termination of this Agreement or relating to any non-contractual or other obligation or matter arising out of or in connection with this Agreement or the consequences of its nullity.
- 8.3. The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

IN WITNESS WHEREOF this Agreement has been executed and delivered as a deed on the date stated at the beginning of it.

EXECUTION

EXECUTED and **DELIVERED** as a **DEED**
by **BLACKMEAD INFRASTRUCTURE**
LIMITED acting by a director in the
presence of:

[Redacted Signature] _____
[Redacted Name] _____
[Redacted Address Line 1] _____
[Redacted Address Line 2] _____

[Redacted Signature] _____
Director
[Redacted Name] _____
Print Name

Witness (signature)

Witness (full name)

Address

EXECUTED and **DELIVERED** as a **DEED**
by **ARIZONA BIDCO LIMITED** acting by a
director in the presence of:

[Redacted Signature] _____
[Redacted Name] _____
[Redacted Address Line 1] _____
[Redacted Address Line 2] _____

[Redacted Signature] _____
Director
[Redacted Name] _____
Print Name

Witness (signature)

Witness (full name)

Address