MUSTANG ENERGY PLC

DEED OF IRREVOCABLE UNDERTAKING – DIRECTOR

To: The Directors
Mustang Energy PLC
48 Chancery Lane
C/O Keystone Law
London
WC2A 1JF

The Directors
Cykel AI PLC
16 Great Queen Street
London
United Kingdom
WC2B 5DG

8 April 2024

Dear all

Proposed acquisition of the entire issued share capital of Cykel AI PLC (the Target) by Mustang Energy PLC (the Bidder)

I refer to the proposed acquisition of the entire issued and to be issued share capital of the Target by the Bidder (the **Acquisition**) substantially on the terms and subject to the conditions contained in the draft press announcement (the **Press Announcement**) attached to this undertaking (which may be amended as agreed between the Bidder's advisers and the Target's advisers and as may be required to comply with the City Code on Takeovers and Mergers (the **Takeover Code**) and/or the requirements of the Panel on Takeovers and Mergers (the **Panel**), the Financial Conduct Authority, the Aquis Stock Exchange Limited or the London Stock Exchange or any other applicable law or regulation). I understand that the Acquisition is expected to be implemented by way of a Scheme (as defined below) but that the Bidder has the right to elect to implement the Acquisition by means of a Takeover Offer (as defined below).

I understand that the consideration for (i) the shareholders in the Target will be the issue of new ordinary shares in the Bidder (the **Consideration Shares**), and (ii) the warrantholders in the Target will be the issue of new warrants over shares in the Bidder (the **New Bidder Warrants**). In order to allot and issue the Consideration Shares and issue the New Bidder Warrants, certain shareholder resolutions of the existing shareholders of the Bidder (the **Bidder Shareholders**) are required to be passed by the requisite majorities of the Bidder Shareholders at a general meeting of the Bidder (the **General Meeting**) to be convened pursuant to a notice of general meeting contained in a circular substantially on the terms attached to the this undertaking and to be sent to the Bidder Shareholders after the date of the Press Announcement (the **Circular**).

For the purposes of this undertaking:

the **Acquisition** shall:

(a) mean the proposed acquisition by or on behalf of the Bidder with the recommendation of the board of the Target of the issued and to be issued ordinary share capital of the Target not already owned or agreed to be acquired by the Bidder, whether implemented by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 (the **Companies**

Act) (referred to in this undertaking as a **Scheme**) or contractual takeover offer (within the meaning of section 974 of the Companies Act) (a **Takeover Offer**); and

(b) include any new, revised, improved or increased offer to that in paragraph (a) above which may be made by or on behalf of the Bidder from time to time.

Shares shall mean:

(a) the Existing Shares (as defined in paragraph 1.1 below);

(b) any shares in the Bidder of which I may become the registered holder or beneficial owner or in respect of which I may otherwise become entitled to exercise all rights/interests after the date of this letter or otherwise; and

(c) any other shares or securities of the Bidder attributable to or derived from any shares referred to in paragraphs (a) or (b) above.

Irrevocable undertakings

1. I hereby irrevocably and unconditionally undertake, confirm, warrant and represent and agree with the Bidder in the following terms:

1.1 I am the registered holder and/or beneficial owner of (or otherwise able to control the exercise of all rights attaching to, including the voting rights and the ability to procure the transfer of) the ordinary shares of 0.1 penny each in the capital of the Bidder as specified in Part 1 of Schedule 1 (the **Existing Shares**);

1.2 Schedule 1 contains full and accurate details of all my Shares and, other than as set out in this paragraph 1, I do not have any other interest in any securities of the Bidder or any right to subscribe for, purchase or otherwise acquire any such interest;

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

1.4 I have the full power and authority and the right (free from any legal or other restrictions), and neither I nor the registered holder of any Shares (where applicable) will take any action which would cause me to cease having all relevant power and authority and the right, to enter into and perform the obligations in this undertaking in accordance with their terms;

1.5 To the extent that any of the Shares are not registered in my name, I will procure that the registered holder/s of the Shares take all such action as shall be necessary for the terms of this undertaking to be complied with in full;

1.6 I shall or, where applicable, will procure that the registered holder of the Shares will, in person or by proxy, cast all votes (whether on a show of hands or a poll) in relation to the Shares at any relevant general meetings of the Bidder Shareholders (including any adjournment thereof), including but not limited to the General Meeting):

1.6.1 in favour of the resolutions to approve and implement the Acquisition together with any other resolutions to approve any related matters set out in the Circular, in particular resolutions 3 to 11 (inclusive) as set out in the Circular, in each case whether or not amended (the **Resolutions**). I confirm that I am an Independent Shareholder (as defined in the Circular) and therefore I am able to vote in relation to the Rule 9 Waiver (as defined in the Circular);

1.6.2 in favour of any resolution calling for a poll on the Resolutions, if the Resolutions are defeated on a show of hands;

1.6.3 unless the Bidder directs otherwise, against any resolution (whether or not amended) or any proposal to adjourn any such meeting or which (if passed) are reasonably likely to result in any condition of the Acquisition not being fulfilled or which are reasonably likely to delay, impede or frustrate the Acquisition in any way; and

1.6.4 at the written request of the Bidder, to join in requisitioning the convening of any general meetings of the Bidder Shareholders (including any adjournment thereof) for the purpose of passing any resolution referred to in paragraph 1.6.1 or rejecting any resolution referred to in paragraph 1.6.3;

1.7 I shall, after the posting of the Circular (and without prejudice to my right to attend and vote in person at any meeting), return or procure the return of the signed forms of proxy enclosed with the Circular (completed and signed and appointing the chair to vote in favour of the Resolutions) in accordance with the instructions printed on such forms of proxy, as soon as possible and in any event within seven days after the posting of the Circular, or in respect of any Shares subsequently issued to me, within five business days of such issue, and agree not to revoke or withdraw the forms of proxy once they have been submitted in accordance with this paragraph 1.7.

1.8 Without prejudice to paragraph 1.7, for the purpose of voting on any other resolution referred to in paragraph 1.6, I shall as soon as reasonably practicable after any written request by the Bidder (and without prejudice to my right to attend and vote in person at any meeting), return or procure the return of any forms of proxy (completed and signed and appointing the chair as proxy to vote as required pursuant to this paragraph 1.8) in accordance with the instructions printed on such forms of proxy, or in respect of any Shares subsequently issued to me, within five business days of such issue, and agree not to revoke or withdraw the forms of proxy once they have been submitted in accordance with this paragraph 1.8.

1.9 Before this undertaking lapses in accordance with paragraph 5, I will not and will procure that no other person shall:

1.9.1 sell, transfer, charge, encumber, grant any option over or otherwise dispose of all or any of the Shares or any interest therein;

1.9.2 accept any other offer in respect of all or any of the Shares, whether conditionally or unconditionally (by whatever means the same is to be implemented);

1.9.3 withdraw any form of proxy referred to in paragraph 1.6 in respect of all or any of the Shares;

1.9.4 acquire any further interests in or otherwise deal in any securities of the Target or the Bidder or any interest therein (including any derivatives referenced to such securities);

1.9.5 at any time after the Press Announcement, exercise the voting rights attaching to the Shares in any manner which might reasonably be expected to impede or frustrate the Acquisition or prevent a condition to the Acquisition from being satisfied in a material way or which would otherwise impact adversely on the success of the Acquisition; or

1.9.6 enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise, whether conditional or unconditional, to do any act referred to in this paragraph 1.9;

1.9.7 convene any meeting of the members of the Bidder in my capacity as a shareholder, or exercise or permit the exercise of the voting rights attaching to the Shares that I hold at the date of the General Meeting in any manner which would or might frustrate the passing of the Resolutions; nor

1.9.8 at any time from the date of this deed until the later of such time as the vote upon the Resolutions shall have been taken or the proposal to put such Resolutions to vote has been abandoned, fetter or permit to be fettered any of the voting rights attaching to the Shares that I hold as at the date of the General Meeting.

1.10 I have been given an adequate opportunity to consider whether or not to execute this undertaking and to obtain independent legal advice.

2. I consent to the issue of the Press Announcement in the terms attached or amended as specified above. I understand that, in accordance with the Takeover Code, particulars of this undertaking will be contained in the Circular and the Scheme Document (or the Offer Document, as appropriate) (Scheme Document and Offer Document as defined in the Circular) and also that a copy of this undertaking may be disclosed to the Panel and will be available for inspection on the Bidder's and the Target's website during the period in which the offer is open for acceptance (or, in the case of a Scheme, until its effective date). I will supply promptly all information, including details of my interests and dealings in securities of the Bidder and the Target and those of any connected persons, as may be required for the Scheme Document (or the Offer Document, as appropriate), and will promptly notify the Bidder of any changes in such information. I undertake that I shall maintain appropriate secrecy about the possibility and details (including the terms and conditions) of the Acquisition and the existence and terms of this undertaking prior to the Press Announcement.

3. Without prejudice to paragraph 1 above, I agree that if I become aware that I will not be able to comply with the terms of this undertaking, or I no longer intend to do so, that I shall promptly notify the Bidder and the Target of the up-to-date position.

No obligation to proceed with the Acquisition

4. I acknowledge that the release of the Press Announcement is at the Bidder's absolute discretion and that the Bidder shall not be required to announce or (subject to the stipulations of the Panel) proceed with the Acquisition.

Lapse of undertaking

5. This undertaking shall lapse and I shall cease to be bound by the obligations in this undertaking if:

5.1 the Bidder announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement offer is announced by the Bidder in accordance with Rule 2.7 of the Takeover Code at the same time;

5.2 the Press Announcement is not released by 5 p.m. on 15 May 2024 (or such later time and date as the Bidder and the Target may agree);

5.3 the Circular is not released by 5 p.m. on 30 May 2024;

5.4 the Scheme Document (or Offer Document, as applicable) is not published within 28 days of the date of issue of the Press Announcement or such later time as may be agreed by the Panel. If the Bidder elects in the Press Announcement to

implement the Acquisition by way of a Scheme and subsequently elects to implement the Acquisition by way of a Takeover Offer this paragraph 5.4 shall automatically be extended so that termination will occur if an Offer Document is not posted within 28 days of the date of the press announcement advising that the Acquisition is to be structured as a Takeover Offer as opposed to a Scheme or such later time as may be agreed by the Panel;

5.5 if the Acquisition is structured as a Scheme, the Scheme has not become effective by 5 p.m. on 30 June 2024 (or such later time and date as the Bidder and the Target may agree with the approval of the Court and/or the Panel if required);

5.6 any competing offer for the entire issued and to be issued share capital of the Target is declared unconditional or any competing scheme of arrangement in respect of the Target becomes effective in accordance with its terms;

5.7 the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by the Bidder in accordance with Rule 2.7 of the Takeover Code within five business days; or

5.8 the Resolutions have been duly passed by the requisite majorities of Bidder Shareholders at the General Meeting.

Power of attorney

6. In order to secure the performance of my obligations under this undertaking, I hereby irrevocably appoint the Bidder (with power to delegate the performance of its powers and rights under this appointment (other than this power of delegation) to any director for the time being of the Bidder) to be my attorney in my name and on my behalf to execute and deliver any form or forms of proxy and/or such other documents, and to do such other acts and things as may be necessary for, or incidental to, the performance of my obligations under this undertaking and I declare that this power of attorney shall be irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 provided however that such appointment shall not take effect until the expiry of seven days from the date of despatch of the Circular and only then if I shall have failed to comply with my obligations in this undertaking.

Confidentiality

7. I understand that the information the Bidder has given to me in relation to the Bidder, the Target and the Acquisition must be kept confidential until the Press Announcement is released or the information has otherwise become generally available. Before this time I will not use any such information as a base for my behaviour in relation to the securities of either the Bidder or the Target which would amount to market abuse for the purposes of the UK version of the EU Market Abuse Regulation (2014/596/EU) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

8. I acknowledge that the matters referred to in this undertaking constitute inside information for the purposes of the Criminal Justice Act 1993 and the Financial Services and Markets Act 2000 and consent to receiving it.

Takeover Code

9. Nothing in this undertaking shall constitute an obligation on me, in my capacity as a director of the Target, to take any action which is not permitted by Practice Statement No 29 issued by the Panel with respect to Rule 21.2 of the Takeover Code.

Time of essence

10. Time shall be of the essence as regards any time, date or period mentioned in this undertaking or extended by mutual agreement. Without prejudice to any other rights or remedies of the Bidder, I agree that, if I fail to perform my obligations in accordance with this

undertaking or breach any of my obligations, damages would not be an adequate remedy and accordingly the Bidder shall be entitled to the remedy of specific performance or any other equitable relief.

Rights of third parties

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

Jurisdiction and governing law

12. This undertaking shall be governed by and construed in accordance with English law and I hereby irrevocably submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this undertaking (including a dispute relation to any non-contractual obligations arising out of or in connection with this undertaking).

This undertaking has been executed as a **DEED** and is delivered on the date shown above.

Signed as a deed by
Simon Holden

Signature.....

Print name.....

in the presence of:

Witness' signature:

Witness' name: VICTORIA WILLIAMS

Address: FLAT 5
1 HOLLYWELL WAY
STAINES UPON THAMES TW19 7SG

Occupation:

Schedule 1

Part 1
Existing Shares

Number of ordinary shares of 0.1 penny each in the Bidder	*Name and address of registered holder*	*Name and address of beneficial holder*
340,000	**Simon Holden** 96 Whitton Road, Twickenham, Middlesex TW1 1BS, United Kingdom	**Simon Holden** 96 Whitton Road, Twickenham, Middlesex TW1 1BS, United Kingdom

Schedule 2
Press Announcement

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

THE FOLLOWING ANNOUNCEMENT IS AN ADVERTISEMENT AND NOT A PROSPECTUS OR PROSPECTUS EQUIVALENT DOCUMENT AND INVESTORS SHOULD NOT MAKE ANY INVESTMENT DECISION IN RELATION TO THE ACQUISITION AND NEW MUSTANG SHARES EXCEPT ON THE BASIS OF THE INFORMATION IN THE SCHEME DOCUMENT AND THE MUSTANG CIRCULAR AND PROSPECTUS WHICH ARE PROPOSED TO BE PUBLISHED IN DUE COURSE.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION AS STIPULATED UNDER THE UK VERSION OF THE MARKET ABUSE REGULATION NO 596/2014 WHICH IS PART OF ENGLISH LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018, AS AMENDED. UPON THE PUBLICATION OF THIS ANNOUNCEMENT VIA A REGULATORY INFORMATION SERVICE, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN.

FOR IMMEDIATE RELEASE

10 May 2024

RECOMMENDED ALL SHARE OFFER

FOR

CYKEL AI PLC

BY

MUSTANG ENERGY PLC

to be implemented by means of a scheme of arrangement

under Part 26 of the Companies Act 2006

Summary

- The boards of Mustang Energy Plc ("Mustang") and Cykel AI Plc ("Cykel") are pleased to announce that they have reached agreement on the terms of a recommended all share offer to be made by Mustang to acquire the entire issued and to be issued ordinary share capital of Cykel (the "Offer" or the "Acquisition"). It is intended that the Acquisition be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "Scheme") between Cykel and Cykel Shareholders (or, if Mustang so elects, with the consent of the Panel, a Takeover Offer).

- Under the terms of the Acquisition, each Cykel Shareholder will be entitled to receive:

1.911 New Mustang Shares in exchange for each 1 Cykel Share

Based on this exchange ratio ("Exchange Ratio") and a valuation of £1 million for the current entire issued share capital of Mustang, the Acquisition implies an offer value of 9.37 pence per Scheme Share and values the entire issued ordinary share capital of Cykel at approximately £19.22 million.

On this basis, the Acquisition represents:

- A premium of approximately 1.30% to the Closing Price of 9.25 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares); and
- A discount of approximately 3.20% to the three-month (less one week) VWAP of 9.68 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares).

Background to and reasons for the Acquisition

The Cykel Board and the Mustang Board believe that there is a compelling strategic and financial rationale for the Acquisition which will benefit the shareholders, clients, commercial counterparties and other stakeholders of the Combined Group.

Cykel was incorporated on 22 August 2023 and was admitted to trading on the Access segment of the Aquis Stock Exchange Growth Market on 25 October 2023. Trading in the Cykel Shares was suspended on 18 January 2024 due to the transformational nature of the Acquisition.

Cykel is an early stage company that intends to grow quickly through the operation of a software business engaged in the development of advanced artificial intelligence (AI) products, aiming to offer these to consumers through a "software as a service" (SaaS) model.

The rise of potent Natural Language Processing (NLP) text generators, exemplified by OpenAI's "GPT-4", will serve as a catalyst for the widespread adoption of AI-driven business applications. As NLP-based text generators gain mainstream prominence, Cykel anticipates organisations embracing specialised "value add" applications that augment their business operations. This strategic orientation underscores Cykel's expectation of a burgeoning market for business applications propelled by the maturation of NLP technology.

Cykel has developed an AI-Powered Task Operating System as a Google Chrome extension. This core software, including all front and back-end coding, integration work with third party providers, and publishing of Cykel's extension was completed in Q4 2023. Cykel's AI-Powered Task Operating System (Task OS) is designed to bring AI capabilities to the world of task management, providing users with a platform for streamlined workflows, intelligent task prioritisation and cross-platform integration.

Mustang was formed to undertake an acquisition of a target company, business or asset(s) with operations in the energy or natural resources sectors. As a result of the global COVID-19 pandemic, Mustang announced that it would expand its search for appropriate acquisition targets to the entire value chain of the energy industry and would also consider potential acquisitions outside of the energy and natural resources industries.

The Combined Group intends to expand in the following areas:

- B2B Sales: Cykel intends to market directly to B2B companies and expand its marketing in the UK, Europe and North America. The goal is to grow a client base materially in 2024 based on the successful launch of the product in Q1 2024.

- Partnerships: Cykel intends to market through partnerships with organisations that are selling to the B2B software market.

- Technology: Cykel intends to offer more software features as it expands its client base. The technology roadmap will be driven primarily by user feedback from both customers and project partners.

Cykel's AI software aims to be available on a "freemium" basis. As such, the basic usage tier will be free, but Software as a Service fees will be incurred over a certain amount of requests per month.

The Cykel Directors and the Mustang Directors believe that the Combined Group's admission to the Main Market will not only enable greater liquidity of the Combined Group's shares, but also will enhance the Combined Group's corporate profile, which would in turn enhance the Combined Group in its market perception, contracting with third parties and attracting talent.

The Acquisition would allow the Cykel Shareholders to exchange their Cykel Shares for New Mustang Shares, being shares in the Combined Group. Upon completion of the Acquisition, the Combined Group will be admitted to the Main Market. The Cykel Directors believe that the Cykel Shareholders will achieve greater liquidity by holding shares in the Combined Group, rather than in Cykel alone. The Acquisition is an opportunity to achieve an admission to listing on the Official List and trading on the Main Market earlier than the Cykel Directors initially expected.

Commenting on today's announcement, Alan Broome, Chairman of Mustang, said:

"The Acquisition presents an exciting opportunity for Mustang shareholders to engage in the burgeoning growth of a dynamic, young company. Cykel's innovative AI-Powered Task Operating System stands poised to revolutionise organisational efficiency, automating repetitive tasks and furnishing invaluable data-driven insights for strategic decision-making. We firmly believe this Acquisition aligns with our strategic objectives and offers compelling financial prospects for our shareholders."

Commenting on today's announcement, Jonathan Bixby, Executive Chairman of Cykel, said:

We are very excited about the prospects of trading on the London Stock Exchange. The field of Artificial Intelligence is one of the most exciting technology trends in the world and allowing more investors access to this trend is a positive outcome for Cykel and our shareholders.

Mustang recommendation

- The Mustang Directors, who have been so advised by Guild Financial 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 Mustang Directors, Guild has taken into account the commercial assessments of the Company Directors. Guild is providing independent financial advice to the Mustang Directors for the purpose of Rule 3 of the Takeover Code.

Cykel recommendation

- The Cykel Directors, who have been so advised by Capital Plus Partners 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 Cykel Directors, Capital Plus Partners has taken into account the commercial assessments of the Cykel Directors. Capital Plus Partners is providing independent financial advice to the Cykel Directors for the purpose of Rule 3 of the Takeover Code.

- Accordingly, the Cykel Directors believe that the Acquisition is in the best interests of Cykel Shareholders as a whole and recommend unanimously that Cykel Shareholders vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), as all the Cykel Directors holding Cykel Shares have irrevocably undertaken to do in respect of their own beneficial holdings of 53,500,000 Cykel Shares (representing, in aggregate, approximately 26.07% of the Cykel Shares in issue as at the Latest Practicable Date).

Irrevocable undertakings

- As set out above, Mustang has received irrevocable undertakings from the Cykel Directors in respect of their own beneficial holdings of 53,500,000 Cykel Shares, representing approximately 26.07% of the Cykel Shares in issue as at the Latest Practicable Date.

- Mustang has also received irrevocable undertakings from certain other Cykel Shareholders to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 58,500,000 Cykel Shares, representing approximately 28.51% of the Cykel Shares in issue as at the Latest Practicable Date.

- In aggregate, Mustang has received irrevocable undertakings from the Cykel Directors and certain other Cykel Shareholders to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of a total of 112,000,000 Cykel Shares, representing, in aggregate, approximately 54.58% of the Cykel Shares in issue as at the Latest Practicable Date. These undertakings will remain binding in the event of a competing offer being made.

- In addition to the irrevocable undertakings noted above, Mustang has received irrevocable undertakings to vote or procure the vote in favour of the Mustang Resolutions required for the issue of the New Mustang Shares to the Cykel Shareholders. These undertakings have been received from the Mustang Directors in respect of a total of 2,450,000 Mustang Shares, representing 20.14% of the Mustang Shares in issue as at the Latest Practicable Date and from the Mustang Shareholders in respect of a total of 2,721,600 Mustang Shares, representing 22.38% of the Mustang Shares in issue as at the Latest Practicable Date. The combined total is therefore in respect of 5,171,600 shares, representing 42.52% of the Mustang Shares in issue as at the Latest Practicable Date.

- Full details of the irrevocable undertakings received by Mustang are set out in Appendix 3 to this announcement.

Timetable and conditions

- The Acquisition will be implemented by way of the Scheme (or if Mustang so elects and with the consent of the Panel, a Takeover Offer).

- The purpose of the Scheme is to provide for Mustang to become the owner of the entire issued and to be issued ordinary share capital of Cykel. This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders to Mustang, in consideration for which Mustang will allot and issue the New Mustang Shares to the Scheme Shareholders on the basis of 1.911 New Mustang Shares for each 1 Cykel Share.

- In order to allot and issue the New Mustang Shares, Mustang is required to publish the Prospectus and seek the approval of the Mustang Shareholders of the Mustang Resolutions at the Mustang General Meeting. The Acquisition is accordingly conditional on the approval of the Mustang Shareholders of the Mustang Resolutions.

- The Scheme will be put to Scheme Shareholders at the Court Meeting and to the Cykel Shareholders at the General Meeting. In order to become Effective, the Scheme must be approved by a majority in number of the Scheme Shareholders voting at the Court Meeting, either in person or by proxy, representing at least 75% in value of the Scheme Shares voted. In addition, the implementation of the Scheme must also be approved by Cykel Shareholders at the General Meeting.

- The Acquisition will be on the terms and subject to the Conditions and certain further terms set out in Appendix 1 to this announcement, including, among other things: (a) the Admission Condition having been satisfied; (b) the approval of the Mustang Resolutions by the Mustang Shareholders at the Mustang General Meeting; (c) the approval of Scheme Shareholders at the Court Meeting and the passing of the Resolution by the Cykel Shareholders at the General Meeting; (d) the sanction of the Scheme by the Court; and (e) the Scheme becoming Effective no later than the Long Stop Date.

- The Scheme Document will include full details of the Scheme, together with an explanatory statement providing details of the Offer, and the notices convening the Court Meeting and the General Meeting. The Scheme Document will also contain the expected timetable of the Acquisition and will specify the necessary actions to be taken by Cykel Shareholders. The Scheme Document will be sent to Cykel Shareholders within 28 days of the date of this announcement (or such later date as Cykel, Mustang and the Panel agree).

- Mustang expects to send the Mustang Circular and the Prospectus to Mustang Shareholders on or around the date of the Scheme Document, summarising the background to, and reasons for, the Acquisition, and including a notice convening the Mustang General Meeting.
- The Acquisition is currently expected to become Effective during the second quarter of 2024, subject to the satisfaction or waiver of the Conditions and certain further terms set out in Appendix 1 to this announcement and to the full terms and conditions of the Offer which will be set out in the Scheme Document.

The Cykel Directors are responsible for arranging this announcement on behalf of Cykel. The Mustang Directors are responsible for arranging this announcement on behalf of Mustang. The LEI of Cykel is 9845003CB9FEA73A3E09. The LEI of Mustang is 213800QEO6L6JAS62H02

This summary should be read in conjunction with, and is subject to, the following full text of this announcement and the Appendices. The Scheme will be subject to the further terms and conditions set out in Appendix 1 to this announcement and to the full terms and conditions which will be set out in the Scheme Document. Appendix 2 contains bases and sources of certain information contained in this announcement. Details of irrevocable undertakings received by Mustang are set out in Appendix 3. Certain terms used in this announcement are defined in Appendix 4.

A copy of this announcement is available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on Mustang's website at www.mustangplc.com and Cykel's website at www.cykel.ai. For the avoidance of doubt, the contents of these websites and of any other website accessible by hyperlinks on this website, are not incorporated by reference into, and do not form part of, this announcement.

Enquiries:

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Ross Andrews	ross.andrews@guildfin.co.uk +44 (0) 7973 839767
Cykel AI Plc	
Jonathan Bixby – Executive Chairman	Via First Sentinel
First Sentinel Corporate Finance – AQSE Corporate Adviser to Cykel	
Brian Stockbridge	brian@first-sentinel.com +44 (0) 20 3855 5551
Capital Plus Partners – Rule 3 Adviser to Cykel	
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Clear Capital Markets – Broker to Cykel	
Bob Roberts	+44 (0) 20 3869 6080

Druces LLP is providing legal advice to Mustang in connection with the Acquisition. Fladgate LLP is providing legal advice to Cykel in connection with the Acquisition.

Inside information

This Announcement contains inside information as defined in the UK Market Abuse Regulation. Upon the publication of this announcement via a Regulatory Information Service, such inside information is now considered to be in the public domain.

The person responsible for arranging the release of this Announcement on behalf of Mustang is Dean Gallegos, Managing Director. The person responsible for arranging the release of this Announcement on behalf of Cykel is Nicholas Lyth, Financial Director.

IMPORTANT NOTICES

Further information

This announcement is for information purposes only and is not intended to and does not constitute or form part of any offer to sell or subscribe for or any invitation or the solicitation of an offer to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise. The Acquisition will be made solely pursuant to the terms of the Scheme Document, which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition, together with the accompanying Forms of Proxy. Any vote in respect of the Scheme or other response in relation to the Acquisition should be made only on the basis of the information contained in the Scheme Document. This announcement is not a prospectus, prospectus equivalent document or scheme document and no investment decision in relation to the Acquisition or the New Mustang Shares should be made except on the basis of information in the Prospectus.

The release, publication or distribution of this announcement in jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their Cykel 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. This announcement has been prepared for the purposes of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom. This announcement does not constitute a prospectus or prospectus equivalent document.

The Scheme Document (including notices of the Court Meeting and the General Meeting), together with the relevant Forms of Proxy, will be published as soon as practicable and in any event within 28 days of this announcement (unless otherwise agreed with the Panel).

Mustang and Cykel encourage Cykel Shareholders to read the Prospectus, the Scheme Document (or any further documentation published in connection with the Acquisition) carefully when it becomes available because it will contain important information in relation to the Acquisition. Any decision (other than an investment decision in relation to the Acquisition or the New Mustang Shares) by Cykel Shareholders in relation to the Acquisition should be made only on the basis of the information contained in the Scheme Document. Any investment decision in relation to the Acquisition or the New Mustang Shares should be made only on the basis of information in the Prospectus.

The statements contained in this announcement are made as at the date of this announcement, unless some other time is specified in relation to them, and the release of this announcement shall not give rise to any implication that there has been no change in the facts set out in this announcement since such date.

The release, publication or distribution of this announcement in or into jurisdictions other than the United Kingdom may be restricted by the laws and/or regulations of those jurisdictions and therefore persons into whose possession this announcement comes who are subject to the laws and/or regulations of any jurisdiction other than the United Kingdom should inform themselves about and observe any such applicable laws and/or regulations in their jurisdiction. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and

persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Copies of this announcement and any documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. If the Acquisition is implemented by way of Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer will not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

The New Mustang Shares to be issued pursuant to the Acquisition have not been and will not be registered under the United States Securities Act of 1933 (as amended) nor under any of the relevant securities laws of any Restricted Jurisdiction. Accordingly, the New Mustang Shares may not be offered, sold or delivered, directly or indirectly, into any Restricted Jurisdiction, except pursuant to exemptions from applicable requirements of any such jurisdiction.

Rules 26.1 and 26.2 Disclosure

Pursuant to Rules 26.1 and 26.2 of the Takeover Code*, a copy of this announcement and the documents required to be published will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Mustang's website at www.mustangplc.com and at Cykel's website at www.cykel*.ai *by no later than 12 noon (London time) on the Business Day following the date of this announcement). For the avoidance of doubt, the contents of the websites referred to in this announcement, and the contents of any websites accessible from hyperlinks on such websites are not incorporated into and does not form part of this announcement.*

Requesting Hard Copy Documents

Pursuant to Rule 30.3 of the Takeover Code*, a person so entitled may request a copy of this announcement and any information incorporated into it by reference to another source in hard copy form by writing to Neville Registrars of Neville House, Steelpark Road, Halesowen, B62 8HD. A person may also request that all future documents, announcements and information to be sent to that person in relation to the Offer should be in hard copy form.*

Rule 2.9 Disclosure

In accordance with Rule 2.9 of the Takeover Code, Cykel confirms that, as at the close of business on 9 May 2024 (being the last Business Day prior to the date of this announcement), it has 205,183,350 ordinary shares of 0.1 pence each in issue and 59,385,170 warrants to subscribe for ordinary shares of 0.1 pence (48,000,000 warrants are exercisable at 1 pence per share until 25 October 2026 and 11,385,170 warrants are exercisable at 3 pence per share until 25 October 2028). The Shares of Cykel are admitted to trading on the AQSE Growth Market. The International Securities Identification Number (ISIN) of the Cykel Shares is GB00BPTJZN05.

In accordance with Rule 2.9 of the Takeover Code, Mustang confirms that, as at the close of business on 9 May 2024 (being the last Business Day prior to the date of this announcement), it has 12,161,966 ordinary shares of 0.1 pence each in issue, 636,986 warrants to subscribe for ordinary shares of 0.1 pence each (exercisable at 30 pence per share until 15 November 2024) and £200,000 10% unsecured convertible loan notes in issue (which have a maturity date of 31 May 2024 and are convertible into Mustang ordinary shares of 0.1 pence per share at a conversion price of 6 pence per share). The of Mustang Shares are admitted to trading on the Main Market. The International Securities Identification Number (ISIN) of the Mustang Shares is GB00BJ9MHH56.

No Profit Forecasts or Estimates

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

***Other Disclosure Requirements of the Takeover* Code**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period. 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 the offeree company. 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. Relevant persons who deal in the relevant securities of the offeree company prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company. 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 the offeree company, 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, 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 of the Takeover Code).

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 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.

Disclaimers

Capital Plus Partners Ltd ("Capital Plus Partners"), which is authorised and regulated by the FCA in the UK, is acting as financial adviser and Rule 3 adviser exclusively for Cykel and no one else in connection with the Offer and the matters set out in this Announcement and will not be responsible to any person other than Cykel for providing the protections afforded to clients of Capital Plus Partners, nor for providing advice in relation to the Offer, the content of this Announcement or any matter referred to herein.

Guild Financial Advisory Limited ("Guild"), which is authorised and regulated by the FCA in the UK, is acting as financial adviser and Rule 3 adviser exclusively for Mustang and no one else in connection with the Offer and the matters set out in this Announcement and will not be responsible to any person other than Mustang for providing the protections afforded to clients of Guild, nor for providing advice in relation to the Offer, the content of this Announcement or any matter referred to herein.

Rounding

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

Forward-looking Statements

This announcement (including any information incorporated by reference in this announcement), oral statements made regarding the Acquisition, and other information published by Mustang and Cykel may contain certain forward-looking statements with respect to the financial condition, results of operations and business of Mustang and/or Cykel and certain plans and objectives of Mustang and/or Cykel with respect thereto. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "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 Mustang and/or Cykel in the light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve risk and uncertainty, because they relate to events and depend on circumstances that will occur in the future and the factors described in the context of such forward-looking statements in this document could cause actual results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and you are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this document. Neither Mustang nor Cykel assumes any obligation to update or correct the information contained in this announcement (whether as a result of new information, future events or otherwise), except as required by applicable law.

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

Neither Mustang nor Cykel, nor any of their respective associates or directors, officers, employees or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. Given the uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date of this announcement. All subsequent oral or written forward-looking statements attributable to Mustang or Cykel or any of their respective members, directors, officers, employees or advisers or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Mustang and Cykel disclaim any obligation to update any forward-looking or other statements contained in this announcement, except as required by applicable law or regulation, whether as a result of new information, future events or otherwise.

General

No person should construe the contents of this announcement as legal, financial or tax advice. If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under FSMA if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

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

THE FOLLOWING ANNOUNCEMENT IS AN ADVERTISEMENT AND NOT A PROSPECTUS OR PROSPECTUS EQUIVALENT DOCUMENT AND INVESTORS SHOULD NOT MAKE ANY INVESTMENT DECISION IN RELATION TO THE ACQUISITION AND NEW MUSTANG SHARES EXCEPT ON THE BASIS OF THE INFORMATION IN THE SCHEME DOCUMENT AND THE MUSTANG CIRCULAR AND PROSPECTUS WHICH ARE PROPOSED TO BE PUBLISHED IN DUE COURSE.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION AS STIPULATED UNDER THE UK VERSION OF THE MARKET ABUSE REGULATION NO 596/2014 WHICH IS PART OF ENGLISH LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018, AS AMENDED. UPON THE PUBLICATION OF THIS ANNOUNCEMENT VIA A REGULATORY INFORMATION SERVICE, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN.

FOR IMMEDIATE RELEASE

10 May 2024

RECOMMENDED ALL SHARE OFFER

FOR

CYKEL AI PLC

BY

MUSTANG ENERGY PLC

to be effected by means of a scheme of arrangement

under Part 26 of the Companies Act 2006

1 Introduction

The boards of Mustang Energy Plc ("Mustang") and Cykel AI Plc ("Cykel") are pleased to announce that they have reached agreement on the terms and conditions of a recommended all share offer to be made by Mustang to acquire the entire issued and to be issued ordinary share capital of Cykel (the "Offer" or the "Acquisition"). It is intended that the Acquisition be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "Scheme"). Mustang reserves the right to elect, with the consent of the Panel, to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme.

2 The Acquisition

Under the terms of the Acquisition, each Cykel Shareholder will be entitled to receive:

1.911 New Mustang Shares in exchange for each 1 Cykel Share

Based on this exchange ratio ("Exchange Ratio") and a valuation of £1 million for the current entire issued share capital of Mustang, the Acquisition implies an offer value of 9.37 pence per Scheme Share and values the entire issued ordinary share capital of Cykel at approximately £19.22 million.

On this basis, the Acquisition represents:

- A premium of approximately 1.30% to the Closing Price of 9.25 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares); and
- A discount of approximately 3.20% to the three-month (less one week) VWAP of 9.68 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares).

Upon completion of the Acquisition, Cykel Shareholders will hold approximately 95.05% of the entire issued ordinary share capital of the Combined Group and Mustang Shareholders will hold approximately 4.95% of the entire issued ordinary share capital of the Combined Group (based on the existing issued ordinary share capital of Cykel and of Mustang, in each case as at the Latest Practicable Date).

The New Mustang Shares to be issued to Scheme Shareholders pursuant to the Scheme will be issued credited as fully paid and will rank *pari passu* in all respects with the Mustang Shares in issue at the time the New Mustang Shares are issued pursuant to the Scheme, including the right to receive all dividends and other distributions declared, made or paid on Mustang Shares by reference to a record date falling on or after the Effective Date (but will not, for the avoidance of doubt, carry the right to receive any dividends and other distributions for which the record date is before the Effective Date).

Fractions of New Mustang Shares will not be issued to Scheme Shareholders and entitlements will be rounded down to the nearest whole number of New Mustang Shares so that all fractions of New Mustang Shares will be disregarded.

The New Mustang Shares will be issued in registered form and will be capable of being held in both certificated form and uncertificated form.

Application will be made to the FCA and the London Stock Exchange for the New Mustang Shares to be admitted to listing on the Official List and to trading on the Main Market. It is expected that Admission will become effective, and that dealings for normal settlement in the New Mustang Shares will commence, at 8.00 am on the Business Day immediately following the Effective Date.

Subject to the Conditions and further terms set out in Appendix 1 to this announcement and to be set out in full in the Scheme Document, the Scheme Shares will be acquired by Mustang fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature and together with all rights existing at the date of this announcement or thereafter attaching thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (if any), made on or after the date of this announcement in respect of the Cykel Shares.

The Acquisition will be subject to the Conditions and certain further terms set out in Appendix 1 to this announcement, including, among other things: (a) the Admission Condition having been satisfied; (b) the approval of the Mustang Resolutions by the Mustang Shareholders at the Mustang General Meeting; (c) the approval of Scheme Shareholders at the Court Meeting and the passing of the Resolution by the Cykel Shareholders at the General Meeting; (d) the sanction of the Scheme by the Court; and (e) the Scheme becoming Effective no later than the Long Stop Date. In order to become Effective, the Scheme must be approved by 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 at least 75% in value of the Scheme Shares voted by such holders.

The Scheme Document will include full details of the Scheme, together with an explanatory statement providing details of the Offer, and the notices convening the Court Meeting and the General Meeting. The Scheme Document will also contain the expected timetable of the Acquisition and will specify the necessary actions to be taken by Cykel Shareholders. The Scheme Document will be sent to Cykel Shareholders within 28 days of the date of this announcement (or such later date as Cykel, Mustang and the Panel agree).

Mustang expects to send the Mustang Circular and the Prospectus to Mustang Shareholders on or around the date of the Scheme Document, summarising the background to, and reasons for, the Acquisition, and including a notice convening the Mustang General Meeting.

3 Background to and reasons for the Acquisition

The Cykel Board and the Mustang Board believe that there is a compelling strategic and financial rationale for the Acquisition which will benefit the shareholders, clients, commercial counterparties and other stakeholders of the Combined Group.

Cykel was incorporated on 22 August 2023 and was admitted to trading on the Access segment of the Aquis Stock Exchange Growth Market on 25 October 2023. Trading in the Cykel Shares was suspended on 18 January 2024 due to the transformational nature of the Acquisition.

Cykel is an early stage company that intends to grow quickly through the operation of a software business engaged in the development of advanced artificial intelligence (AI) products, aiming to offer these to consumers through a "software as a service" (SaaS) model.

The rise of potent Natural Language Processing (NLP) text generators, exemplified by OpenAI's "GPT-4", is believed to serve as a catalyst for the widespread adoption of AI-driven business applications. As NLP-based text generators gain mainstream prominence, Cykel anticipates organisations embracing specialised "value add" applications that augment their business operations. This strategic orientation underscores Cykel's expectation of a burgeoning market for business applications propelled by the maturation of NLP technology.

Cykel has developed an AI-Powered Task Operating System as a Google Chrome extension. This core software, including all front and back end coding, integration work with third party providers, and publishing of Cykel's extension was completed in Q4 2023. Cykel's AI-Powered Task Operating System (Task OS) is designed to bring AI capabilities to the world of task management, providing users with a platform for streamlined workflows, intelligent task prioritisation, and cross-platform integration.

Mustang was formed to undertake an acquisition of a target company, business or asset(s) with operations in the energy or natural resources sectors. As a result of the global COVID-19 pandemic, Mustang announced that it would expand its search for appropriate acquisition targets to the entire value chain of the energy industry and would also consider potential acquisitions outside of the energy and natural resources industries.

The Combined Group intends to expand in the following areas:

- B2B Sales: Cykel intends to market directly to B2B companies and expand its marketing in the UK, Europe and North America. The goal is to grow a client base materially in 2024 based on the successful launch of the product in Q1 2024.

- Partnerships: Cykel intends to market through partnerships with organisations that are selling to the B2B software market.

- Technology: Cykel intends to offer more software features as it expands its client base. The technology roadmap will be driven primarily by user feedback from both customers and project partners.

Cykel's AI software aims to be available on a "freemium" basis. As such, the basic usage tier will be free, but Software as a Service fees will be incurred over a certain amount of requests per month.

The Cykel Directors and the Mustang Directors believe that the Combined Group's admission to the Main Market will not only enable greater liquidity of the Combined Group's shares, but also will enhance the Combined Group's corporate profile, which would in turn enhance the Combined Group in its market perception, contracting with third parties and attracting talent.

The Acquisition would allow the Cykel Shareholders to exchange their Cykel Shares for New Mustang Shares, being shares in the Combined Group. Upon completion of the Acquisition, the Combined Group will be admitted to the Main Market. The Cykel Directors believe that the Cykel Shareholders will achieve greater liquidity by holding shares in the Combined Group, rather than in Cykel alone. The Acquisition is an opportunity to achieve an admission to listing on the Official List and trading on the Main Market earlier than the Cykel Directors initially expected.

Upon completion of the Acquisition and the admission to trading on the Official List, the Mustang Directors will resign and the Cykel Directors will be appointed to the board of the Combined Group. The Mustang Concert Party and Cykel Directors have no intention to change:

(i) the future business for the Combined Group, including research and development. The Acquisition will not have any impact on the current activities of Cykel. The Combined Group will undertake the activities of Cykel;

(ii) the employees or pension schemes of the Combined Group. As at the date of this announcement, Mustang only has one employee, who is also a Mustang Director, and who will resign on completion of the Acquisition and the admission of the Combined Group to trading on the Official List, and it does not have any pension schemes. Other than as aforementioned, the Acquisition is not expected to have any repercussions on employment or pensions for the Combined Group. The Combined Group will be led by Cykel Directors who will be appointed at Admission and the Mustang Directors will resign;

(iii) the strategic plans for the Combined Group's places of business, including on the location of the headquarters;

(iv) employer contributions into any pension scheme(s), the accrual of benefits for existing members, or the admission of new members. As at the date of this announcement, neither Mustang nor Cykel has any pension schemes;

(v) redeployment of the Combined Group's fixed assets; and/or

(vi) the continuation of the Mustang Shares being admitted to listing on the standard listing segment of the Official List and to trading on the Main Market (subject to Admission occurring).

4 Background to and reasons for the recommendation

The Cykel Directors and the Mustang Directors believe that the Acquisition will deliver material value for both sets of shareholders and that there is a compelling strategic and financial rationale for the Acquisition which will benefit the shareholders, clients, commercial counterparties and other stakeholders of the Combined Group. The Cykel Directors and the Mustang Directors believe that the Acquisition is an opportunity for the Combined Group to achieve readmission to listing on the Official List and to trading on the Main Market on the basis of the Transitional Rules, following which the Combined Group will be well placed to carry out Cykel's business strategy.

5 Recommendation

The Mustang Directors, who have been so advised by Guild Financial 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 Mustang Directors, Guild has taken into account the commercial assessments of the Company Directors. Guild is providing independent financial advice to the Mustang Directors for the purpose of Rule 3 of the Takeover Code.

The Cykel Directors, who have been so advised by Capital Plus Partners as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable and in the best interests of the Cykel Shareholders taken as a whole. In providing its advice to the Cykel Directors, Capital Plus Partners has taken into account the commercial assessments of the Cykel Directors. Capital Plus Partners is providing independent financial advice to the Cykel Directors for the purpose of Rule 3 of the Takeover Code.

Accordingly, the Cykel Directors unanimously recommend that the Cykel Shareholders vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), as all the Cykel Directors holding Cykel Shares have irrevocably undertaken to do in respect of their own beneficial holdings of 53,500,000 Cykel Shares (representing, in aggregate, approximately 26.07% of the Cykel Shares in issue on the Latest Practicable Date).

6 Irrevocable undertakings

In addition to the irrevocable undertakings from the Cykel Directors, Mustang has received irrevocable undertakings from certain other Cykel Shareholders to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of 58,500,000 Cykel Shares, representing approximately 28.15% of the Cykel Shares in issue as the Latest Practicable Date.
In aggregate, Mustang has received irrevocable undertakings to vote or procure votes in favour of the Acquisition in respect of 112,000,000 Cykel Shares, representing, in aggregate, approximately 54.58% of the Cykel Shares in issue as at the Latest Practicable Date.

In addition to the irrevocable undertakings noted above, Mustang has received irrevocable undertakings to vote or procure the vote in favour of the Mustang Resolutions in respect of 5,171,600 Mustang Shares, representing 45.52% of the Mustang Shares in issue as at the Latest Practicable Date.

Full details of the irrevocable undertakings received by Mustang are set out in Appendix 3 to this announcement.

7 Information on Mustang

Mustang was formed to undertake an acquisition of a target company, business or asset(s) with operations in the energy or natural resources sectors. As a result of the global COVID-19 pandemic, Mustang announced that it would expand its search for appropriate acquisition targets to the entire value chain of the energy industry and would also consider potential acquisitions outside of the energy and natural resources industries.

On 29 July 2019, Mustang completed its IPO and was admitted to listing on the Official List by way of a Standard Listing and to trading on the Main Market. Mustang raised £750,000 (before expenses) in conjunction with the IPO through a placing.

In March 2021, Mustang completed a placing raising gross proceeds of £167,160.

Mustang attempted an acquisition of VRFB Holdings Limited. On 9 August 2023, Mustang announced that it was unable to meet the conditions of that proposed acquisition, and the conditional acquisition agreements therefore terminated.

The Acquisition will allow Mustang to carry out the purpose for which it was incorporated and admitted to listing on the Official List and to trading on the Main Market.

Further details in relation to Mustang will be contained in the Scheme Document.

8 Information on Cykel

Cykel is an early stage company that intends to grow quickly through the operation of a software business engaged in the development of advanced artificial intelligence (AI) products, aiming to offer these to consumers through a “software as a service” (SaaS) model. Cykel intends to leverage the expertise of its board of directors, software development experience and networks in the technology sector including companies like IronPoint Technologies (sold to the Active Network), Strangeloop Networks (sold to Radware) and CTO AI Inc. to drive value creation and to establish the business. In addition, Cykel Directors believe it has a proven capability in transaction origination and strategic business plan execution to achieve significant growth.

In September 2023, Cykel raised initial capital of c. £568,500, which enabled it to formulate its business plan, specifically for product development, marketing and operations. On 25 October 2023 Cykel was admitted to trading on the Access Segment of the Aquis Stock Exchange Growth Market and raised £1,750,000.50 through its fundraise. Trading in the Cykel Shares was suspended on 18 January 2024 due to the transformational nature of the Acquisition.

Cykel has developed an AI-Powered Task Operating System as a Google Chrome extension. As announced by Cykel on 4 December 2023, this core software, including all front and back end coding, integration work with third party providers, and publishing of Cykel’s extension was completed in Q4 2023. Cykel’s AI-Powered Task

Operating System (Task OS) is designed to bring AI capabilities to the world of task management, providing users with a platform for streamlined workflows, intelligent task prioritisation, and cross-platform integration.

Following successful completion of the "version one" development, Cykel entered into the "beta launch" stage of its software in December 2023, with a "VIP" product launch for 5 beta clients. Following the "VIP" product launch, Cykel intends to complete a full product launch of the software, to occur in Q2 2024.

9 Conditions to the Scheme and the Acquisition

It is intended that the Acquisition will be effected by means of a Court-sanctioned scheme of arrangement between Cykel and the Scheme Shareholders under Part 26 of the Companies Act, although Mustang reserves the right to elect (with the consent of the Panel) to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme.

The effect of the Scheme is to provide for Mustang to become the holder of the entire issued and to be issued ordinary share capital of Cykel. To become Effective, the Scheme must be approved at the Court Meeting by a majority in number of Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy, at the Court Meeting and who represent 75 per cent or more in value of the Scheme Shares voted by those Scheme Shareholders. In respect of the approval of the Scheme, Scheme Shareholders will be entitled to cast one vote for each Scheme Share held. The Scheme also requires the Resolution to be approved by the requisite majority of Cykel Shareholders at the General Meeting.

Once the necessary approvals have been obtained at the Mustang General Meeting, the Court Meeting and the General Meeting, and the other Conditions (save for the Condition set out at paragraph 4 of Part A of Appendix 1) have been satisfied or, if applicable, waived, the Scheme must be sanctioned by the Court (with or without modification but subject to any modification being on terms reasonably acceptable to Mustang and Cykel). The Scheme will only become Effective once a copy of the Scheme Court Order is delivered to the Registrar of Companies for registration.

The Acquisition is subject to the Conditions and further terms set out in Appendix 1 to this announcement and to the full terms and conditions that will be set out in the Scheme Document, including, among other things:

a) the Admission Condition having been satisfied;

b) the approval of the Mustang Resolutions by the Mustang Shareholders at the Mustang General Meeting;

c) the Scheme becoming Effective by 11.59 p.m. (London time) on the Long Stop Date (or such later date as may be agreed between Mustang and Cykel and the Panel (and that the Court may allow));

d) the approval of the Scheme by a majority in number of Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy, at the Court Meeting and who represent at least 75% in value of the Scheme Shares voted by such holders;

e) the passing of the Resolution by the requisite majority of Cykel Shareholders at the General Meeting;

f) the sanction of the Scheme by the Court (with or without modification (but subject to such modification being acceptable to Mustang and Cykel)); and

g) a copy of the Scheme Court Order is delivered to the Registrar of Companies.

The Scheme Document will include full details of the Scheme, together with notices of the Court Meeting, the General Meeting (and the associated Forms of Proxy) and the expected timetable. It will also specify the action to be taken by Scheme Shareholders.

Subject to the satisfaction of the Conditions, the Scheme is expected to become effective during the second quarter of 2024.

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

Mustang expects to send the Mustang Circular and the Prospectus to Mustang Shareholders on or around the date of the Scheme Document, summarising the background to, and reasons for, the Acquisition, and including a notice convening the Mustang General Meeting.

10 Right to switch to a Takeover Offer

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

Further, in such circumstances, if sufficient acceptances of the Takeover Offer are received and/or sufficient Cykel Shares are otherwise acquired, it is the intention of Mustang to apply the provisions of the Companies Act to acquire compulsorily any outstanding Cykel Shares to which such Takeover Offer relates.

11 Admission of the New Mustang Shares

Application will be made to the FCA and the London Stock Exchange for the New Mustang Shares to be admitted to listing on the Official List and to trading on the Main Market. It is expected that Admission will become effective and that dealings for normal settlement in the New Mustang Shares will commence at 8.00 am on the first Business Day following the Effective Date.

12 Cancellation of admission to trading on the AQSE Growth Market and re-registration as a private limited company

Trading in the Cykel Shares on the AQSE Growth Market was suspended on 18 January 2024. It is intended that an application will be made to Aquis for the cancellation of admission to trading of Cykel Shares on the AQSE Growth Market, with effect from or shortly after the Effective Date.

Share certificates in respect of Cykel Shares will cease to be valid and should be destroyed on the Effective Date. In addition, entitlements held within CREST to Cykel Shares will be cancelled on the Effective Date.

It is Mustang's intention that, in due course and following the cancellation of admission to trading on the AQSE Growth Market, Cykel will be re-registered as a private limited company.

13 Disclosure of Interests

As at the Latest Practicable Date, neither Mustang, nor any of its directors, nor, so far as Mustang is aware, any person acting in concert (within the meaning of the Takeover Code) with any of them for the purposes of the Acquisition has:

- any interest in or right to subscribe for any relevant securities of Cykel;
- any short positions in respect of relevant securities of Cykel (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;
- borrowed or lent any relevant securities of Cykel (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code), save for any borrowed relevant securities of Cykel which had been either on-lent or sold; or
- entered into any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code.

"**Interests in securities**" for these purposes and within the meaning of the Takeover Code arise, in summary, when a person has long economic exposure, whether absolute or conditional, to changes in the price of securities (and a person who only has a short position in securities is not treated as interested in those securities). In

particular, a person will be treated as having an 'interest' by virtue of the ownership, voting rights or control of securities, or by virtue of any agreement to purchase, option in respect of, or derivative referenced to, securities.

14 Documents available for inspection

Copies of the following documents are available, or will be made available promptly and by no later than 12 noon (London time) on the Business Day following the date of this announcement, on www.mustangplc.com and www.cykel.ai subject to certain restrictions relating to persons resident in Restricted Jurisdictions:

a) this announcement
b) the irrevocable undertakings listed in Appendix 3; and
c) the consent letters from each of Capital Plus Partners and Guild referred to in paragraph 16 below.

For the avoidance of doubt, the contents of any website referred to in this announcement, and the contents of any other website accessible from hyperlinks on such websites are not incorporated into and do not form part of this announcement.

15 Overseas shareholders

The availability of the Acquisition and the distribution of this announcement to Cykel Shareholders who are not resident in the UK may be affected by the laws of the relevant jurisdiction in which they are located. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. Cykel Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

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

Further information for Cykel Shareholders resident, or located, in overseas jurisdictions will be set out in the Scheme Document.

16 General

Holders of the Cykel Warrants will be offered to cancel their Cykel Warrants in exchange for the issue of new warrants in Mustang. Holders of the Cykel Warrants will be contacted regarding the effect of the Acquisition on their rights under the Cykel Warrants and this proposal will be made to such participants.

The Acquisition will be made on the terms and subject to the Conditions and further terms set out in Appendix 1 to this announcement and the full terms and conditions to be set out in the Scheme Document. The bases and sources of certain information contained in this announcement are set out in Appendix 2. Appendix 3 contains the details of the irrevocable undertakings received by Mustang in relation to the Acquisition. Certain terms used in this announcement are defined in Appendix 4.

The Scheme Document will include full details of the Scheme, together with an explanatory statement providing details of the Acquisition, and the notices convening the Court Meeting and the General Meeting. The Scheme Document will also contain the expected timetable of the Acquisition and will specify the necessary actions to be taken by Cykel Shareholders. The Scheme Document will be sent to Cykel Shareholders within 28 days of the date of this announcement (or such later date as Cykel, Mustang and the Panel agree).

The Cykel Directors are responsible for arranging this announcement on behalf of Cykel. The Mustang Directors are responsible for arranging this announcement on behalf of Mustang. The LEI of Cykel is 9845003CB9FEA73A3E09. The LEI of Mustang is 213800QEO6L6JAS62H02

Each of Capital Plus Partners and Guild has given and not withdrawn its written consent to publication of this announcement with the inclusion in this announcement of references to its name in the form and context in which they appear.

IMPORTANT NOTICES

Further information

This announcement is for information purposes only and is not intended to and does not constitute or form part of any offer to sell or subscribe for or any invitation or the solicitation of an offer to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Offer or otherwise. The Acquisition will be made solely pursuant to the terms of the Scheme Document, which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition, together with the accompanying Forms of Proxy. Any vote in respect of the Scheme or other response in relation to the Offer should be made only on the basis of the information contained in the Scheme Document.

The release, publication or distribution of this announcement in jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their Cykel 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. This announcement has been prepared for the purposes of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom. This announcement does not constitute a prospectus or prospectus equivalent document.

The Scheme Document (including notices of the Court Meeting and the General Meeting), together with the relevant Forms of Proxy, will be published as soon as practicable and in any event within 28 days of this announcement (unless otherwise agreed with the Panel).

Mustang and Cykel encourage Cykel Shareholders to read the Scheme Document (or any further documentation published in connection with the Acquisition) carefully when it becomes available because it will contain important information in relation to the Acquisition. Any response in relation to the Acquisition should be made only on the basis of the information contained in the Scheme Document.

Copies of this announcement and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. If the Acquisition is implemented by way of Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer will not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

The New Mustang Shares to be issued pursuant to the Acquisition have not been and will not be registered under the United States Securities Act of 1933 (as amended) nor under any of the relevant securities laws of any Restricted Jurisdiction. Accordingly, the New Mustang Shares may not be offered, sold or delivered, directly or indirectly, into any Restricted Jurisdiction, except pursuant to exemptions from applicable requirements of any such jurisdiction.

Rule 26.1 Disclosure

Pursuant to Rule 26.1 of the Takeover Code, a copy of this announcement will be available at www.mustangplc.com and www.cykel.ai by no later than 12 noon (London time) on the Business Day following

the date of this announcement. The content of the websites referred to in this announcement is not incorporated into and does not form part of this announcement.

Requesting Hard Copy Documents

Pursuant to Rule 30.3 of the Takeover Code, a person so entitled may request a copy of this announcement and any information incorporated into it by reference to another source in hard copy form by writing to Neville Registrars of Neville House, Steelpark Road, Halesowen, B62 8HD. A person may also request that all future documents, announcements and information to be sent to that person in relation to the Offer should be in hard copy form.

Rule 2.9 Disclosure

In accordance with Rule 2.9 of the Takeover Code, Cykel confirms that, as at the close of business on 9 May 2024 (being the last Business Day prior to the date of this announcement), it has 205,183,350 ordinary shares of 0.1 pence each in issue and 59,385,170 warrants to subscribe for ordinary shares of 0.1 pence (48,000,000 warrants are exercisable at 1 pence per share until 25 October 2026 and 11,385,170 warrants are exercisable at 3 pence per share until 25 October 2028).The International Securities Identification Number (ISIN) of the Cykel Shares is GB00BPTJZN05.

In accordance with Rule 2.9 of the Takeover Code*, Mustang confirms that, as at the close of business on 9 May 2024 (being the last Business Day prior to the date of this announcement), it has 12,161,966 ordinary shares of 0.1 pence each in issue, 636,986 warrants to subscribe for ordinary shares of 0.1 pence each (exercisable at 30 pence per share until 15 November 2024) and £200,000 10% unsecured convertible loan notes in issue (which have a maturity date of 31 May 2024 and are convertible into Mustang ordinary shares of 0.1 pence per share at a conversion price of 6 pence per share). The International Securities Identification Number (ISIN) of the Mustang Shares is GB00BJ9MHH56.*

No Profit Forecasts or Estimates

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

Other Disclosure Requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period. 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 the offeree company. 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. Relevant persons who deal in the relevant securities of the offeree company prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company. 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 the offeree company, 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, 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 of the Takeover Code).

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 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.

Disclaimers

Capital Plus Partners Ltd ("Capital Plus Partners"), which is authorised and regulated by the FCA in the UK, is acting as financial adviser and Rule 3 adviser exclusively for Cykel and no one else in connection with the Offer and the matters set out in this Announcement and will not be responsible to any person other than Cykel for providing the protections afforded to clients of Capital Plus Partners, nor for providing advice in relation to the Offer, the content of this Announcement or any matter referred to herein.

Guild Financial Advisory Limited ("Guild"), which is authorised and regulated by the FCA in the UK, is acting as financial adviser and Rule 3 adviser exclusively for Mustang and no one else in connection with the Offer and the matters set out in this Announcement and will not be responsible to any person other than Mustang for providing the protections afforded to clients of Guild, nor for providing advice in relation to the Offer, the content of this Announcement or any matter referred to herein.

Rounding

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

Forward-looking Statements

This announcement (including any information incorporated by reference in this announcement), oral statements made regarding the Offer, and other information published by Mustang and Cykel may contain certain forward-looking statements with respect to the financial condition, results of operations and business of Mustang and/or Cykel and certain plans and objectives of Mustang and/or Cykel with respect thereto. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "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 Mustang and/or Cykel in the light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve risk and uncertainty, because they relate to events and depend on circumstances that will occur in the future and the factors described in the context of such forward-looking statements in this document could cause actual results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and you are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this document. Neither Mustang nor Cykel assumes any obligation to update or correct the information contained in this announcement (whether as a result of new information, future events or otherwise), except as required by applicable law.

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

General

If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under FSMA if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

APPENDIX 1

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

Part A

Long Stop Date

1 The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11.59 pm on the Long Stop Date or such later date (if any) as Mustang and Cykel may agree, with the consent of the Panel, and (if required) the Court may allow.

Scheme approval

2 The Scheme will be conditional upon:

(a)

(i) its approval by a majority in number of the Scheme Shareholders who are on the register of members of Cykel (or the relevant class or classes thereof, if applicable) at the Voting Record Time and who are, present and voting (and entitled to vote), either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required (or at any adjournment of such meeting) and who represent at least 75% in value of the Scheme Shares voted by those Scheme Shareholders; and

(ii) such Court Meeting (and any separate class meeting which may be required) being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document (or such later date as may be agreed by Mustang and Cykel, with the consent of the Panel, and the Court may allow (if required));

(b)

(i) the Resolution being duly passed by the requisite majority of Cykel Shareholders at the General Meeting (or at any adjournment of that General Meeting); and

(ii) such General Meeting being held on or before the 22nd day after the expected date of such meeting to be set out in the Scheme Document (or such later date as may be agreed by Mustang and Cykel with the consent of the Panel, and the Court may allow (if required)); and

(c)

(i) the sanction of the Scheme by the Court (with or without modification, but subject to any modification being on terms acceptable to Cykel and Mustang) and the delivery of a copy of the Scheme Court Order to the Registrar of Companies; and

(ii) the Sanction Hearing being held on or before the 22nd day after the expected date of such hearing to be set out in the Scheme Document (or such later date as may be agreed by Mustang and Cykel with the consent of the Panel, and the Court may allow (if required)).

Other conditions

In addition, subject as stated in paragraph 3 below and to the requirements of the Panel, Mustang and Cykel have agreed that the Acquisition will be conditional upon the following Conditions and, accordingly, the Scheme Court Order will not be delivered to the Registrar of Companies unless such Conditions (as amended if appropriate) have been satisfied (and continue to be satisfied pending the commencement of the Sanction Hearing) or, where relevant, waived:

Mustang Shareholder Approval Condition

3 the passing at the Mustang General Meeting (or at any adjournment thereof) by no later than the Long Stop Date of the Mustang Resolutions to:

(a) authorise the allotment and issue of New Mustang Shares to Scheme Shareholders (and any other Cykel Shareholders whose Cykel Shares are issued after the Scheme becomes Effective);

(b) approve the proposed Acquisition; and

(c) approve, by the Independent Mustang Shareholders, the waiver granted by the Panel of the obligation that would otherwise arise on any member of the Mustang Concert Party (as defined in the Mustang Circular and comprising some of the Scheme Shareholders) to make a general offer to Mustang Shareholders pursuant to Rule 9 of the Takeover Code as a result of the issue to the Mustang Concert Party of the New Mustang Shares;

Admission to listing and trading

4 the FCA and the London Stock Exchange having acknowledged to Mustang or its agent (and such acknowledgement not having been withdrawn) that the New Mustang Shares will be admitted to listing on the Official List and to trading on the Main Market by no later than the Long Stop Date;

Notifications, waiting periods and Authorisations

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

General antitrust and regulatory

6 no antitrust regulator or Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice or having taken any other steps (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to, in any case to an extent or in a manner which is or would be material in the context of the Acquisition:

(a) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by Mustang or by Cykel of all or any part of its 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);

(b) except pursuant to Chapter 3 of Part 28 of the Companies Act, require Mustang or Cykel to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in Cykel or any asset owned by any third party (other than in connection with the implementation of the Acquisition);

(c) impose any material limitation on, or result in a material delay in, the ability of Mustang directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares, loans or securities convertible into shares or any other securities in Cykel or on the ability of Cykel or Mustang directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares, loans or securities convertible into shares or any other securities (or the equivalent) in, or to exercise voting or management control over, Cykel;

(d) otherwise adversely affect any or all of the business, assets, profits, financial or trading position or prospects of Cykel or Mustang;

(e) result in Cykel or Mustang ceasing to be able to carry on business under any name under which it presently carries on business;

(f) make the Scheme or the Acquisition, its implementation or the acquisition of any shares or other securities in, or control or management of, Cykel by Mustang void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise, directly or indirectly prevent or prohibit, restrict, restrain, or delay or otherwise materially interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise challenge, impede, interfere or require material amendment of the Scheme and/or the Acquisition or the acquisition of any shares or other securities in, or control or management of, Cykel by Mustang;

(g) require, prevent or materially delay a divestiture by Mustang of any shares or other securities (or the equivalent) in Cykel;

(h) impose any limitation on the ability of Mustang or Cykel to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of Mustang and/or Cykel;

(i) require Cykel or Mustang to terminate or vary in any material way any material contract to which Cykel or Mustang is a party;

(j) require Mustang or Cykel or any of their respective affiliates to: (i) invest, contribute or loan any capital or assets to; or (ii) guarantee or pledge capital assets for the benefit of Cykel or Mustang; or

(k) otherwise materially adversely affect any or all of the business, assets, profits or prospects of Cykel or Mustang, and all applicable waiting and other time periods (including any extensions thereof) during which any such antitrust regulator or Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition of any Cykel Shares or otherwise intervene having expired, lapsed or been terminated;

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

7 except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which Cykel or Mustang is a party or by or to which any such member or any of its assets is or may be bound, entitled or subject to or any event or circumstance which, as a consequence of the Acquisition or the proposed acquisition or the acquisition by Mustang or Cykel of any shares or other securities (or the equivalent) in Cykel or Mustang, would or might reasonably be expected to result in, in each case to an extent which is material in the context of the Acquisition:

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

(b) save in the ordinary course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of Cykel or

Mustang or any such mortgage, charge or other security interest (whenever created, arising or having arisen) being enforced or becoming enforceable;

(c) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being terminated or becoming capable of being terminated or adversely modified or the rights, liabilities, obligations or interests of Cykel or Mustang being terminated or adversely modified or affected or any obligation or liability arising or any adverse action being taken or arising thereunder;

(d) any liability of Cykel or Mustang to make any severance, termination, bonus or other payment to any of its directors, or other officers;

(e) the rights, liabilities, obligations, interests or business of Cykel or Mustang under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of Cykel or Mustang in or with any other person or body or firm or company (or any arrangement or agreement relating to any such interests or business) being or becoming capable of being terminated, or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;

(f) Cykel or Mustang ceasing to be able to carry on business under any name under which it presently carries on business;

(g) the business, assets, profits, value of, or the financial or trading position or prospects of, Cykel or Mustang being prejudiced or adversely affected; or

(h) the creation or acceleration of any material liability (actual or contingent) by Cykel or Mustang other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition,

and, except as Disclosed, no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which Cykel or Mustang is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might result in any of the events or circumstances as are referred to in Conditions (a) to (h);

Certain events occurring since 31 December 2023 in respect of Cykel or Mustang

8 except as Disclosed, neither Cykel nor Mustang having since 31 December 2023:

(a) 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, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Cykel Shares or Mustang Shares out of treasury (except, where relevant, (i) the issue of Cykel Shares on the exercise of any of the Cykel Warrants; (ii) the issue of Mustang Shares on the exercise of any of the Mustang Director Options, the Kamran Sattar CLN, the April 2024 CLNs or the BMN Warrants);

(b) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise);

(c) other than pursuant to the Acquisition (and except for transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any Acquisition, reconstruction, amalgamation, scheme, commitment or offer or disposal of assets or shares or loan capital (or equivalent), in each case to an extent which is material in the context of the Acquisition;

(d) except for transactions in the ordinary course of business, disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any asset or

authorised, proposed or announced any intention to do so, in each case to an extent which is material in the context of the Acquisition;

(e) issued, authorised or proposed or announced an intention to authorise or propose, the issue of any debentures or become subject to any contingent liability or incurred or increased any indebtedness which is material in the context of the Acquisition;

(f) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could involve an obligation of a nature or magnitude which is or could be materially restrictive on the business of Cykel or Mustang to an extent which is or is reasonably likely to be material to Cykel or Mustang;

(g) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director except for salary increases, bonuses or variations of terms in the ordinary course, or senior executive of Mustang or Cykel;

(h) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of Mustang or Cykel which are material in the context of the Acquisition;

(i) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph (a) above, made any other change to any part of its share capital;

(j) except in the ordinary course of business, waived, compromised or settled any claim which is material to Mustang or Cykel or in the context of the Acquisition;

(k) terminated or varied the terms of any agreement or arrangement between Mustang or Cykel and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position of Mustang or Cykel;

(l) (except as disclosed on publicly available registers) made any alteration to its memorandum or articles of association or other constitutional documents (other than in connection with the Scheme) which is material in the context of the Acquisition;

(m) 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 Acquisition;

(n) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

(o) made, authorised, proposed or announced an intention to propose any change in its loan capital;

(p) entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing arrangement, partnership, composition, assignment, reconstruction, amalgamation, commitment, scheme or other similar transaction or arrangement (other than the Scheme) which is material in the context of the Acquisition;

(q) having taken (or agreed or proposed to take) any action which requires or would require, the consent of the Panel or the approval of Cykel Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; or

(r) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 5 which is material in the context of the Acquisition;

No adverse change

9 except as Disclosed, since 31 December 2023 in respect of Cykel or Mustang, there having been:

(a) no adverse change and no circumstance having arisen which would be expected to result in any adverse change or deterioration in, the business, assets, value, financial or trading position or profits or prospects or operational performance of Cykel or Mustang which is material in the context of the Acquisition;

(b) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of, Cykel or Mustang or to which Cykel or Mustang is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, instituted or remaining outstanding by, against or in respect of, Cykel or Mustang, in each case which is or might reasonably be expected to be material in the context of the Acquisition;

(c) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of Cykel or Mustang having been threatened, announced or instituted or remaining outstanding by, against or in respect of Cykel or Mustang, in each case which might reasonably be expected to have a material adverse effect on Cykel or Mustang or is material in the context of the Acquisition

(d) no contingent or other liability having arisen or become apparent to Mustang or Cykel increased which is reasonably likely to affect adversely the business, assets, financial or trading position or profits or prospects or operational performance of Cykel or Mustang to an extent which is material in the context of the Acquisition;

(e) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by Cykel or Mustang which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which might reasonably be expected to have a material adverse effect on Cykel or Mustang or is material in the context of the Acquisition; and

(f) neither Cykel nor Mustang having conducted its business in material breach of any applicable laws or regulations to an extent which might reasonably be expected to have a material adverse effect on Cykel or Mustang taken as a whole or is material in the context of the Acquisition;

No discovery of certain matters regarding information or liabilities

10 except as Disclosed, neither Mustang nor Cykel there having discovered that:

(a) any financial, business or other information concerning Cykel or Mustang publicly announced before the Rule 2.7 Announcement Date or disclosed at any time before the date of Rule 2.7 Announcement Date is misleading, contains a misrepresentation of any 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 Acquisition; or

(b) Cykel or Mustang is subject to any liability, contingent or otherwise which is material in the context of Cykel or Mustang taken as a whole or material in the context of the Acquisition;

Anti-corruption, sanctions and criminal property

11 except as Disclosed, neither Cykel nor Mustang having discovered that, to an extent that is material in the context their respective business taken as a whole:

(a) Cykel or Mustang is or has at any time engaged in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption legislation; or any person that performs or has performed services for or on behalf of Cykel or Mustang is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption legislation;

(b) any asset of Cykel or Mustang constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or Cykel or Mustang is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;

(c) any past or present member, director, officer or employee of Cykel or Mustang, or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (i) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by applicable US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs; or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states; or

(d) Cykel or Mustang has engaged in any transaction or conduct which would cause Mustang or Cykel to be in breach of any applicable law or regulation upon completion of the Acquisition, including the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states.

Part B

Further Terms of the Acquisition

1 Conditions 2(a), 2(b) and 3 to 11 (inclusive) of Part A above must each be fulfilled, determined by Cykel or Mustang (as applicable) to be or to remain satisfied or (if capable of waiver) be waived by Cykel or Mustang (as applicable) prior to the commencement of the Sanction Hearing, failing which the Scheme will, with the consent of the Panel, lapse.

2 Notwithstanding paragraph 1 of this Part B, subject to the requirements of the Panel and the Takeover Code, Mustang reserves the right at its sole discretion to waive:

(a) the deadline set out in Condition 1 of Part A above, and any deadlines set out in Condition 2 of Part A above for the timing of the Court Meeting, the General Meeting and the Sanction Hearing. If any such deadline is not met, Mustang shall make an announcement by 8.00 am on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with Cykel to extend the deadline in relation to the relevant Condition; and

(b) in whole or in part, all or any of Conditions 5 to 11 (inclusive) of Part A above (only so far as such Conditions relate to Cykel).

3 Notwithstanding paragraph 1 of this Part B, subject to the requirements of the Panel and the Takeover Code, Cykel reserves the right in its sole discretion to waive:

(a) the deadline set out in Condition 3 of Part A above. If such deadline is not met, Cykel shall make an announcement by 8.00 am on the Business Day following such deadline confirming whether it has invoked the relevant Condition or agreed with Mustang to extend the deadline in relation to the relevant Condition; and

(b) in whole or in part, all or any of the Conditions 5 to 11 (inclusive) of Part A above (only so far as such Conditions relate to Mustang):

4 Save as set out in paragraphs 2 and 3 in this Part B, the Conditions in paragraphs 1 to 3 in Part A, above cannot be waived.

5 Neither Cykel nor Mustang shall be under any obligation to waive or treat as satisfied any of the Conditions that it is entitled (with the consent of the Panel and subject to the requirements of the Takeover Code) to invoke, by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions 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.

6 If Mustang is required by the Panel to make an offer for Cykel Shares under the provisions of Rule 9 of the Takeover Code, Mustang may make such alterations to any of the above Conditions and terms of the Acquisition as are necessary to comply with the provisions of that Rule.

7 Under Rule 13.5(a) of the Takeover Code, Mustang may only invoke a Condition that is subject to Rule 13.5(a) of the Takeover Code so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel.

8 Under Rule 13.6(a) of the Takeover Code, Cykel may only invoke a Condition that is subject to Rule 13.6(a) of the Takeover Code so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel.

9 The Panel will normally only give its consent to the invocation of Conditions pursuant to paragraph 5 if the circumstances which give rise to the right to invoke the Condition are of material significance to Mustang or Cykel (as applicable) 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. Conditions 1, 2(a), 2(b) and (c) of Part A above and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Takeover Code.

10 Any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by Mustang.

11 Fractions of New Mustang Shares will not be allotted or issued to Scheme Shareholders.

12 The New Mustang Shares to be issued pursuant to the Acquisition have not been and will not be registered under the United States Securities Act of 1933 (as amended) nor under any of the relevant securities laws of any Restricted Jurisdiction. Accordingly, the New Mustang Shares may not be offered, sold or delivered, directly or indirectly, into any Restricted Jurisdiction, except pursuant to exemptions from applicable requirements of any such jurisdiction.

13 The New Mustang Shares will be issued credited as fully paid and will rank *pari passu* in all respects with Mustang Shares in issue at the time that the New Mustang Shares are issued pursuant to the Acquisition, including the right to receive and retain dividends and other distributions declared, made or paid by reference to a record date falling on or after the Effective Date. Applications will be made to the FCA and the London Stock Exchange for the New Mustang Shares to be admitted to listing on the Official List and to trading on the Main Market.

Certain further terms

14 Mustang reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme (subject to the Panel's consent). In such event, the Acquisition will be implemented on the same terms (subject to appropriate amendments including (without limitation) the inclusion of an acceptance condition which, unless otherwise agreed in writing between Mustang and Cykel or otherwise required by the Panel, will be set at 90% (or such lesser percentage as may be agreed between Mustang and Cykel in writing after, to the extent necessary, consultation with the Panel, being in any case more than 75% of the voting rights attaching to Cykel Shares) of shares to which the Acquisition relates and those required by, or deemed appropriate by, Mustang under applicable law, so far as applicable) as those which would apply to the Scheme. Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient Cykel Shares are otherwise acquired, it is the intention of Mustang to apply the provisions of the Companies Act to acquire compulsorily any outstanding Cykel Shares to which such Takeover Offer relates.

15 The Cykel Shares to be acquired pursuant to the Acquisition will be acquired with full title guarantee, fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the Effective Date.

16 Neither Cykel nor Mustang will announce, declare, make or pay any dividend or other distribution on or after this Announcement Date and prior to the Effective Date.

17 The availability of New Mustang Shares pursuant to the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Any person who is subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be set out in the Scheme Document.

18 The Acquisition is not being made or implemented, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction.

19 This announcement and any rights and liabilities arising hereunder are, and the Acquisition, the Scheme and the Forms of Proxy will be governed by the laws of England and will be subject to the jurisdiction of the courts of England and Wales. The Scheme will be subject to the Conditions and further terms set out in this Part A. The Acquisition and the Scheme will be subject to the applicable requirements of the Companies Act, the Takeover Code, the Panel, the London Stock Exchange, the Listing Rules, the Aquis Rules, the FCA and the Registrar of Companies.

20 Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.

APPENDIX 2

BASES AND SOURCES

Sources of information and bases of calculation

The equity value of Cykel's entire issued share capital has been calculated on the basis of 205,183,350 Cykel Shares, being the number of Cykel Shares in issue as at the last Business Day prior to the commencement of the Offer Period. References in this document to the "entire issued ordinary share capital of Cykel" are each based on this aggregate number of Cykel Shares.

As at the Latest Practicable Date, Cykel has outstanding warrants in respect of in aggregate 59,385,170 Cykel Shares. These warrants are not included in the entire issued share capital or the equity value of Cykel.

The equity value of Mustang's entire issued ordinary share capital has been calculated on the basis of 12,161,966 Mustang Shares, being the number of Mustang Shares in issue as at the last Business Day prior to the commencement of the Offer Period.

As at the Latest Practicable Date, Mustang has outstanding options and/or warrants in respect of in aggregate 1,886,986 Mustang Shares.

As at the Latest Practicable Date, neither Cykel nor Mustang holds any ordinary shares in treasury.

The enlarged issued ordinary share capital of the Combined Group (being 412,507,529 Mustang Shares) has been calculated on the basis of:

(a) 12,161,966 Mustang Shares;

(b) 1,400,000 new Mustang Shares to be issued in settlement of the Fee Shares;

(c) 6,840,182 new Mustang Shares to be issued in relation to the Kamran Sattar CLN and the April 2024 CLN; and

(d) 392,105,381 New Mustang Shares which would be issued under the terms of the Acquisition, and references in this document to the "entire issued ordinary share capital of the Combined Group" are each based on such number of Mustang Shares including for the purposes of calculating the aggregate holdings of Cykel Shareholders in the entire issued ordinary share capital of the Combined Group following completion of the Acquisition.

The percentage of the enlarged issued ordinary share capital of the Combined Group that will be owned by Cykel Shareholders following completion of the Acquisition is calculated by dividing the number of New Mustang Shares to be issued pursuant to the terms of the Acquisition by the enlarged issued share capital of the Combined Group and multiplying the resulting amount by 100 to produce a percentage.

The percentage of the enlarged issued ordinary share capital of the Combined Group that will be owned by the existing Mustang Shareholders following completion of the Acquisition is calculated by dividing the number that is equal to the enlarged issued share capital of the Combined Group less the New Mustang Shares to be issued pursuant to the terms of the Acquisition by the enlarged issued share capital of the Combined Group and multiplying the resulting amount by 100 to produce a percentage.

The Closing Price on any particular date is taken from the website of AQSE with respect to Cykel and the Daily Official List with respect to Mustang.

As at the Latest Practicable Date there were 205,183,350 Scheme Shares in issue.

Unless otherwise stated, the financial information relating to Cykel is extracted from the admission document published by Cykel on 24 October 2023.

Unless otherwise stated, the financial information relating to Mustang is extracted from Mustang's Annual Report & Financial Statements for the period ended 31 December 2022 and 31 December 2023.

Certain figures included in this document have been subject to rounding adjustments.

The International Securities Identification Number (ISIN) of Cykel's ordinary shares is GB00BPTJZN05.

The International Securities Identification Number (ISIN) of Mustang's ordinary shares is GB00BJ9MHH56.

In this announcement:

1. As at the Latest Practicable Date Cykel had in issue 205,183,350 Cykel Shares.
2. As at the Latest Practicable Date Mustang had in issue 12,161,966 Mustang Shares.
3. As at the Latest Practicable Date, Cykel has outstanding warrants in respect of in aggregate 59,385,170 Cykel Shares. These warrants are not included in the entire issued share capital or the equity value of Cykel.
4. The equity value of Mustang's entire issued ordinary share capital has been calculated on the basis of 12,161,966 Mustang Shares, being the number of Mustang Shares in issue as at the last Business Day prior to the commencement of the Offer Period.
5. As at the Latest Practicable Date, Mustang has outstanding options and/or warrants in respect of in aggregate 1,886,986 Mustang Shares; 1,400,000 Mustang Shares to be issued in settlement of the Fee Shares; and 6,840,183 Mustang Shares to be issued in relation to the Kamran Sattar CLN and the April 2024 CLN. These shares are not included in the entire issued share capital or the equity value of Mustang.
6. Unless otherwise stated, all prices and Closing Prices of Cykel Shares are closing middle market quotations derived from the website of AQSE.
7. Unless otherwise stated, all prices and Closing Prices of Mustang Shares are closing middle market quotations derived from the website of the LSE.
8. Unless otherwise stated, the financial information relating to Cykel is extracted from the admission document published by Cykel on 24 October 2023.
9. Unless otherwise stated, the financial information relating to Mustang is extracted from Mustang's Annual Report & Financial Statements for the periods ended 31 December 2022 and 31 December 2023.
10. Certain figures contained in this announcement have been subject to rounding adjustments.

APPENDIX 3

DETAILS OF IRREVOCABLE UNDERTAKINGS

Irrevocable undertakings from the Cykel Directors

The Cykel Directors holding Cykel Shares have each given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in relation to the following Cykel Shares currently held by them as well as any further Cykel Shares which they may acquire, and to cancel their Cykel Warrants in exchange for the issue of new warrants over ordinary shares in Mustang following the Effective Date:

Name	**Number of Cykel Shares for which undertaking is given**	**Percentage of entire issued share capital at Last Practicable Date**	**Number of Cykel Warrants for which undertaking is given**
Jonathan Bixby (held by Toro Consulting Ltd, Jonathan Bixby and Shannon Wall (Jonathan Bixby's wife) are beneficial owners of Toro Consulting Ltd)	50,000,000	24.37%	26,000,000
Nicholas Lyth	3,500,000	1.71%	9,000,000
Jonathan Hives	0	0%	2,000,000
Robert Mayfield	0	0%	2,000,000
Total	**53,500,000**	**26.07%**	**39,000,000**

These irrevocable undertakings cease to be binding if, among other things: 1. Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;

2. the Scheme Document or offer document (as applicable) is not published within 28 days of the date of this announcement or such later time as may be agreed by the Panel;

3. the Scheme has not become Effective by 5.00 pm on the Long Stop Date (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);

4. any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or

5. the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five Business Days.

Irrevocable undertakings from certain Cykel Shareholders

The following Cykel Shareholders have each given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in relation to the following Cykel Shares currently held by them as well as, in some cases, any further Cykel Shares which

they may acquire, and to cancel their Cykel Warrants in exchange for the issue of new warrants over ordinary shares in Mustang following the Effective Date:

Name	**Number of Cykel Shares for which undertaking is given**	**Percentage of entire issued share capital at Latest Practicable Date**	**Number of Cykel Warrants for which undertaking is given**
Alpha Capital Group Ltd	6,000,000	2.92%	0
California Two Pizza Ventures Inc	7,000,000	3.41%	0
Crowdform Ltd	10,000,000	4.87%	0
Fidelio Partners Pte Ltd	20,000,000	9.75%	0
Nicholas Nugent	5,000,000	2.44%	0
First Sentinel Corporate Finance Limited	4,000,000	1.95%	6,051,834
Brian Stockbridge	2,500,000	1.22%	0
Ewan Collinge	2,000,000	0.97%	2,500,000
Leo Mercier	2,000,000	0.97%	2,500,000
Total	**58,500,000**	**28.51%**	**11,051,834**

These irrevocable undertakings cease to be binding if amongst other things:
1. Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;

2. the Scheme Document or offer document (as applicable) is not published within 28 days of the date of this announcement or such later time as may be agreed by the Panel;

3. the Scheme has not become Effective by 5.00 pm on the Long Stop Date (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);

4. any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or

5. the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five Business Days.

Irrevocable undertakings from the Mustang Directors

The following Mustang Directors have given irrevocable undertakings to vote in favour of the Mustang Resolutions to be proposed at the Mustang General Meeting which will be convened in connection with the Acquisition in relation to the following Mustang Shares currently held by them (or their close relatives, related trusts and connected persons) as well as any further Mustang Shares which they may acquire:

Name	Number of Mustang Shares for which undertaking is given	Percentage of the entire issued share capital of Mustang at Latest Practicable Date
Dean Lloyd Gallegos	1,630,000	13.4%
Peter Wale	340,000	2.8%
Simon Holden	340,000	2.8%
Alan Broome	140,000	1.15%
Total	**2,450,000**	**20.14%**

These irrevocable undertakings cease to be binding if, among other things:

1. Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;

2. the Mustang Circular is not released by 5 p.m. on 30 May 2024;

3. the Scheme Document (or offer document, as applicable) is not published within 28 days of the date of this announcement or such later time as may be agreed by the Panel;

4. if the Acquisition is structured as a Scheme, the Scheme has not become Effective by 5.00 pm on 30 June2024 (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);

5. any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or

6. the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five Business Days.

Irrevocable undertakings from certain Mustang Shareholders

The following Mustang Shareholders have each given irrevocable undertakings to vote in favour of the Mustang Resolutions to be proposed at the Mustang General Meeting which will be convened in connection with the Acquisition in relation to the following Mustang Shares currently held by them as well as any further Mustang Shares which they may acquire:

Name	Number of Mustang Shares for which undertaking is given	Percentage of the entire issued share capital of Mustang at Latest Practicable Date
Acacia Resources Limited	2,471,600	20.32%
Matthew Lumb	250,000	2.06%
Total	**2,721,600**	**22.38%**

These irrevocable undertakings cease to be binding if, among other things:

1. Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or Takeover Offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;

2. the Mustang Circular is not released by 5 p.m. on 30 May 2024;

3. the Scheme Document (or offer document, as applicable) is not published within 28 days of the date of this announcement or such later time as may be agreed by the Panel;

4. if the Acquisition is structured as a Scheme, the Scheme has not become Effective by 5.00 pm on 30 June 2024 (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);

5. any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or

6. the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five Business Days.

APPENDIX 4

DEFINITIONS

“Acquisition”		the proposed acquisition by Mustang of the entire issued and to be issued ordinary share capital of Cykel, other than Excluded Shares (if any), to be effected by means of the Scheme or, should Mustang so elect, with the consent of the Panel, by means of a Takeover Offer, and where context admits, any subsequent revision, variation, extension or renewal thereof.
“Admission”		the admission of the Mustang Shares and the New Mustang Shares to the standard listing segment of the Official List and to trading on the London Stock Exchange’s Main Market for listed securities.
“Admission Condition”		the FCA and the London Stock Exchange having acknowledged to Mustang or its agent (and such acknowledgement not having been withdrawn) that the New Mustang Shares will be admitted to listing on the Official List and to trading on the Main Market by no later than the Long Stop Date.
“Appendices”		the appendices to this announcement
“April 2024 CLN”		the convertible loan notes executed by Mustang pursuant to which Jonas Chow, Matthew Lumb and Penelope Szeto subscribed for notes with an aggregate principle amount of £200,000 for a consideration of £133,333.33.
“AQSE”		Aquis Stock Exchange.
"AQSE Growth Market"		the multilateral trading facility operated by Aquis that is registered as an SME Growth Market in accordance with article 33 of MiFiD
"Aquis"		Aquis Stock Exchange Limited, a recognised investment exchange under section 290 of FSMA.
"Aquis Rules"		the AQSE Growth Market Access Rulebook, which sets out the admission requirements and continuing obligations of companies seeking admission to, and whose shares are admitted to trading on, the Access Segment of the AQSE Growth Market
“Authorisation(s)”		regulatory authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions or approvals, in each case of a Third Party.
“BMN Warrant Instrument”		the warrant instrument executed by Mustang constituting the BMN Warrants.
“BMN Warrants”		the 636,986 warrants issued to Bushveld Minerals Limited pursuant to the BMN Warrant Instrument.
"Business Day"		a day (other than a Saturday, Sunday or a public or bank holiday in the UK) on which banks are open for general business in London, United Kingdom.
“Capital Plus Partners”		Capital Plus Partners Limited of 180 Piccadilly, London, W1J 9HF.
“certificated” or “in certificated form”		in relation to a Scheme Share, one which is not in uncertificated form (that is, not in CREST).
“Closing Price”		the closing price for Cykel Shares taken from the website of AQSE or for Mustang Shares taken from the Daily Official List.
“Combined Group”		the enlarged group following the Scheme becoming Effective, comprising Mustang and Cykel.
"Companies Act"		the Companies Act 2006, as amended from time to time

"Conditions"		the conditions to the implementation of the Scheme, as set out in Appendix 1 (Conditions to and Certain Further Terms of the Scheme and the Acquisition).
"Court"		the High Court of Justice in England and Wales.
"Court Meeting"		the meeting or meetings of Scheme Shareholders (or any class or classes thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without modification), including any adjournment, postponement or reconvention of it.
"CREST"		the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations) for the paperless settlement of trades in securities and the holding of uncertificated securities.
"CREST Regulations"		the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended.
"Cykel" or the "Company		Cykel AI Plc, a company incorporated in England and Wales with registered number 15088392.
"Cykel Board"		the board of directors of Cykel.
"Cykel Directors"		the directors of Cykel.
"Cykel Shareholders"		the holders of Cykel Shares from time to time.
"Cykel Shares"		the issued and fully paid ordinary shares of 0.1 pence each in the capital of Cykel.
"Cykel Warrants"		the warrants to subscribe for 59,385,170 ordinary shares of 0.1 pence each in Cykel, being (i) 48,000,000 warrants exercisable at 1 pence per share until 25 October 2026; and (ii) 11,385,170 warrants exercisable at 3 pence per share until 25 October 2028.
"Daily Official List"		the Daily Official List published by 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) in respect of the information fairly disclosed by, or on behalf of Cykel: (i) in its audited interim accounts dated 31 December 2023; (ii) in the admission document published by Cykel on 24 October 2023; (iii) in the Mustang Circular to be published on or around the date of this announcement; (iv) in this announcement; (v) in any other announcement to a Regulatory Information Service by, or on behalf of Cykel before the publication of this announcement; and/ or (vi) as otherwise fairly disclosed in writing prior to the Rule 2.7 Announcement Date to Mustang (or its officers, employees, agents or advisers (in their capacity as such)); and (b) in respect of the information fairly disclosed by, or on behalf of Mustang: (i) in Mustang's Annual Report & Financial Statements for the period ended 31 December 2023; (ii) in Mustang's interim results for the six month period ended 30 June 2023; (iii) in the Mustang Circular to be published on or around the date of this announcement; (iv) in this announcement; (v) in any other announcement to a Regulatory Information Service by, or on behalf of Mustang before the publication of this announcement; and/ or (vi) as otherwise fairly disclosed in writing prior to the Rule 2.7 Announcement Date to Cykel (or its officers, employees, agents or advisers (in their capacity as such)).
"Druces Fee Shares"		the 700,000 Mustang Shares to be issued as settlement for fees pursuant to the engagement letter with Druces LLP.
"Effective"		In the context of the Acquisition:

		(a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms, upon the delivery of the Scheme Court Order to the Registrar of Companies for registration; or (b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become unconditional in accordance with the requirements of the Takeover Code.
"Effective Date"		the date on which this Scheme becomes effective in accordance with its terms.
"Euroclear"		Euroclear UK & International Limited.
"Exchange Ratio"		1.911 New Mustang Shares for each Cykel Share.
"Excluded Shares"		means any (i) any Cykel Shares registered in the name of, or beneficially owned by Mustang (if any) at the Scheme Record Time, and (ii) any Cykel Shares held as treasury shares (as defined in section 724(5) of the Companies Act) (if any in either case) at the Scheme Record Time.
"FCA" or "Financial Conduct Authority"		the Financial Conduct Authority of the United Kingdom or its successor from time to time, acting in its capacity as the competent authority for the purposes of Part VI of FSMA.
"Fee Shares"		the Druces Fee Shares, the Finder's Fee Shares and the First Sentinel Fee Shares.
"Finder's Fee Shares"		the 300,000 Ordinary Shares issued as settlement for a fee pursuant to the Finder's Fee Agreement, further details of which are set out in paragraph 6.8 of Part II.
"First Sentinel"		First Sentinel Corporate Finance Limited.
"First Sentinel Fee Shares"		the 400,000 Ordinary Shares issued as settlement for fees pursuant to the engagement letter with First Sentinel Corporate Finance Limited.
"Forms of Proxy"		the form of proxy for use at the Court Meeting and the form of proxy for use at the General Meeting (or either of them as the context may require), which will accompany the Scheme Document.
"FSMA"		the Financial Services and Markets Act 2000 (as amended from time to time).
"General Meeting"		the general meeting of Cykel Shareholders to be convened in connection with the Scheme to consider and, if thought fit, to approve the Resolution (with or without amendment), which is expected to be held as soon as the preceding Court Meeting shall have concluded or been adjourned, and including any adjournment, postponement or reconvening thereof.
"Guild" or "Guild Financial"		Guild Financial Advisory Limited
"holder"		a registered holder and includes any person(s) entitled by transmission.
"Independent Mustang Shareholders"		the Mustang Shareholders, excluding the Mustang Concert Party (if the Mustang Concert Party hold any Mustang Shares) and Richard Corsie.
"Kamran Sattar CLN"		on 22 November 2023, Mustang executed a convertible loan note instrument pursuant to which Kamran Sattar subscribed for a principal amount of £200,000. The notes were subscribed for in one tranche of £200,000 on 22 November 2023. The notes have an interest rate of 10% per annum, a conversion price of 6 pence and are to be redeemed either by Kamran Sattar serving a conversion notice, or Mustang serving a conversion notice to take effect no later than 31 May 2024.

"Latest Practicable Date"		9 May 2024, being the latest practicable date before the publication of this announcement.
"Listing Rules"		the listing rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time.
"London Stock Exchange"		London Stock Exchange plc, together with any successor thereto.
"Long-Stop Date"		11.59 pm on 31 December 2024, or such later date as may be agreed in writing by Cykel and Mustang (with the Panel's consent and as the Court may approve (if such approval is required)).
"Main Market"		the London Stock Exchange's main market for listed securities.
"Mustang"		Mustang Energy Plc, a company incorporated in England and Wales with registered number 11155663.
"Mustang Board" or "Mustang Directors"		the board of directors of Mustang.
"Mustang Circular"		the circular to be sent by Mustang to Mustang Shareholders in connection with the Acquisition, which will include a notice convening the Mustang General Meeting.
"Mustang Concert Party"		Toro Consulting Ltd (beneficially owned by Jonathan Bixby (a director and the founder of Cykel) and Shannon Wall (Jonathan Bixby's wife), Nicholas Lyth (a director of Cykel), Jonathan Hives (a director of Cykel), Robert Mayfield (a director of Cykel), Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc. First Sentinel Corporate Finance Ltd, Brian Stockbridge (director of First Sentinel Corporate Finance Ltd), Alpha Capital Group Limited (company controlled by Andrew Blaylock, director of Clear Capital Markets Ltd), AB Trading and Investing Ltd (company owned by Andrew Blaylock, director of Clear Capital Markets Ltd), B Roberts Equity Trading Ltd (company owned by Bob Roberts, director of Clear Capital Markets Ltd), Daniel Pellard (director of Clear Capital Markets Ltd) and Clear Capital Markets Ltd (Broker to Cykel's admission to the AQSE).
"Mustang Director Options"		the 8,325,000 options granted by Mustang to the Mustang Directors excluding those granted to a former director of Mustang, Jacqueline Yee.
"Mustang General Meeting"		the general meeting of Mustang Shareholders expected to be convened for 11 am on 20 June 2024 to consider and, if thought fit, pass, among others, the Mustang Resolutions, including any adjournments thereof.
"Mustang Resolutions"		the shareholder resolutions:(a) of Mustang Shareholders to authorise the allotment and issue of New Mustang Shares to Scheme Shareholders (and any other Cykel Shareholders whose Cykel Shares are issued after the Scheme becomes Effective); and (b) of the Independent Mustang Shareholders to approve the waiver granted by the Panel of the obligation that would otherwise arise on any member of the Mustang Concert Party to make a general offer to Mustang Shareholders pursuant to Rule 9 of the Takeover Code as a result of the issue to the Mustang Concert Party of the New Mustang Shares; in each case, proposed to be passed at the Mustang General Meeting and to be set out in the notice of the Mustang General Meeting contained in the Mustang Circular.
"Mustang Shares"		the issued and fully paid ordinary shares of one penny each in the capital of Mustang and any further shares in the capital of Mustang which are unconditionally allotted or issued before the Scheme becomes Effective.
"Mustang Shareholders"		holders of Mustang Shares.

“Neville Registrars”		Cykel’s registrars, Neville Registrars Limited of Neville House, Steelpark Road, Halesowen, B62 8HD.
“New Mustang Shares”		the new Mustang Shares to be issued pursuant to the Scheme.
“Offer”		the offer by Mustang to acquire the entire issued and to be issued ordinary share capital of Cykel, other than Excluded Shares (if any), to be effected by means of the Scheme or, should Mustang so elect, with the consent of the Panel, by means of a Takeover Offer, and where context admits, any subsequent revision, variation, extension or renewal thereof.
“Offer Period”		the offer period (as defined by the Takeover Code) relating to Cykel, which commenced on 19 January 2024 and ending on the earlier of: (i) the Effective Date and/or (ii) the date on which the Scheme lapses or is withdrawn (or such other date as the Takeover Code may provide or the Panel may decide“.
"Official List"		the Official List of the FCA.
“Opening Position Disclosure”		has the same meaning as in Rule 8 of the Takeover Code.
“Overseas Shareholders”		Cykel Shareholders who are resident in, ordinarily resident in, or citizens or nationals of, jurisdictions outside of the UK or who are nominees of, or custodians or trustees for, residents, citizens or nationals of countries other than the UK.
"Panel"		the Panel on Takeovers and Mergers, or any successor to it.
“Prospectus”		the prospectus issued by Mustang on or around the date of this document in connection with Admission.
"Registrar of Companies"		the Registrar of Companies in England and Wales
“Resolution”		the special resolution relating to the Scheme to be proposed for the approval of the Cykel Shareholders at the General Meeting.
“Restricted Jurisdiction”		any jurisdiction where the relevant action would constitute a violation of the relevant laws and regulations of such jurisdiction or would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which Cykel or Mustang regards as unduly onerous.
“Rule 2.7 Announcement Date”		the date of this announcement.
“Sanction Hearing”		the hearing of the Court at which the Scheme Court Order will be sought.
“Scheme” or “Scheme of Arrangement”		the proposed scheme of arrangement under Part 26 of the Companies Act between Cykel and the Scheme Shareholders in connection with the Acquisition, with or subject to any modification, addition or condition which Cykel and Mustang may agree and, if required, approved or imposed by the Court.
“Scheme Court Order”		the order of the Court sanctioning the Scheme under section 899 of the Companies Act.
"Scheme Document"		the document to be sent to Cykel Shareholders containing and setting out, among other things, the full terms and conditions of the Scheme and containing the notices convening the Court Meeting and General Meeting.
"Scheme Record Time"		6.00 pm on the Business Day immediately prior to the Effective Date.
"Scheme Shareholders"		holders of Scheme Shares at any relevant date or time and a “Scheme Shareholder” shall mean any of those Scheme Shareholders.
"Scheme Shares"		all Cykel Shares: (A) in issue at the date of the Scheme Document;

		(B) (if any) issued after the date of the Scheme Document but before the Voting Record Time; and (C) (if any) issued at or after the Voting Record Time and before the Scheme Record Time on terms that the original or any subsequent holders thereof are bound by the Scheme or in respect of which such holders are, or shall have agreed in writing to be, so bound, in each case remaining in issue at the Scheme Record Time, but excluding the Excluded Shares.
"Takeover Code" or "Code"		the City Code on Takeovers and Mergers from time to time issued, amended and interpreted by the Panel.
"Takeover Offer"		subject to the consent of the Panel, should the Acquisition be 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 Mustang to acquire the entire issued and to be issued share capital of Cykel, other than Excluded Shares and, where the context admits, any subsequent revision, variation, extension or renewal of such Takeover Offer.
"Transitional Rules"		Listing Rule TR 16 in respect of Listing Rules 2.2.7R(1).
"Third Party"		any relevant central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction.
"uncertificated" or in "uncertificated form"		in relation to a Scheme Share, one which is recorded on the relevant register as being held in uncertificated form (that is, in CREST).
"UK" or "United Kingdom"		the United Kingdom of Great Britain and Northern Ireland.
"Voting Record Time"		6.30 pm on the day which is two days (excluding any part of a day that is not a Business Day) before the date of the Court Meeting and General Meeting or any adjournment of them (as the case may be).
"£" or "GBP" or "pence" or "p"		pounds sterling or pence, the lawful currency of the United Kingdom

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

(A) Times are to London time, unless otherwise stated;

(B) The singular includes the plural and vice versa;

(C) "Sterling", "£", "pence" "penny" and "p" are to the lawful currency of the United Kingdom;

(D) Legislation is to the legislation of England and Wales unless the contrary is indicated;

(E) Any provision of any legislation (including, for these purposes, the Takeover Code) shall include any amendment, modification, re-enactment or extension of it.

(F) "includes" shall mean "includes without limitation", and references to "including" and any other similar term shall be interpreted accordingly.

Schedule 3
Circular

Draft Final Version May 2024

THIS CIRCULAR AND THE ACCOMPANYING FORM OF PROXY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action you should take, you are recommended to seek your own independent financial advice from a stockbroker, bank manager, solicitor, accountant or financial adviser who is authorised under the Financial Services and Markets Act 2000, as amended ("FSMA") 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 your Ordinary Shares, please forward this Circular, together with the accompanying documents (but not any personalised Form of Proxy), without delay to the purchaser or transferee, or to the stockbroker, bank or other person who arranged the sale or transfer for delivery to the purchaser or transferee. However, you should not forward this Circular or the accompanying documents to, or transmit it in or into, any jurisdiction where to do so might violate the relevant laws and regulations in that jurisdiction. If you have sold or transferred only part of your holding in the shares, you should retain this Circular and the accompanying documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

The distribution of this Circular and the accompanying documents in jurisdictions other than the UK may be restricted by law and therefore persons into whose possession this Circular and the accompanying documents comes should inform themselves about and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of the securities laws of any such jurisdictions.

This Circular should be read in conjunction with the Prospectus which has been sent to Shareholders with this Circular. The Prospectus is available to be downloaded from the Company's website at www.mustangplc.com. Copies of the Prospectus will also be available to the public during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) free of charge from the offices of Druces LLP at Suite 425, Salisbury House, London Wall, London EC2M 5PS, and at the registered office of the Company.

MUSTANG ENERGY PLC

(*Incorporated in England and Wales with company number 11155663*)

Proposed Acquisition of Cykel AI Plc

Proposed waiver of Rule 9 of the Takeover Code

Issue of 400,345,563 New Shares

Notice of General Meeting

This Circular should be read as a whole. Your attention is drawn to the Letter from the Non-Executive Chairman which is set out in Part I of this Circular. The letter contains recommendations that you vote in favour of each of the Resolutions to be proposed at the General Meeting referred to below. Your attention is drawn to the Section entitled "Action to be Taken" on page 14 of this Circular.

Notice of a General Meeting of Mustang Energy PLC to be held at 11 a.m. on 20 June 2024 at the offices of Druces LLP, Salisbury House, London Wall, London, EC2M 5PS, is set out on page 13 of this Circular. Shareholders are requested to complete, sign and return the Form of Proxy accompanying this Circular to the Company's registrars, Share Registrars Limited, as soon as possible but in any event so as to be received by no later than 11 a.m. on 18 June 2024 or, in the event of an adjournment of the meeting, 48 hours before the adjourned meeting (excluding non-working days). To be valid, Forms of Proxy should be completed and returned in accordance with the instructions set out therein to Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey, GU9 7XX, (by post) or Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey, GU9 7XX, (by hand) or by email to voting@shareregistrars.uk.com as soon as possible and, in any event, no later than 11 a.m. on 20 June 2024,

being 48 hours (not counting any part of a day that is not a Business Day) before the time appointed for the holding of the General Meeting.

A summary of the action to be taken by Shareholders in relation to the General Meeting is set out on page 14 of this Circular and in the accompanying Notice of General Meeting. Completion and return of a Form of Proxy or the giving of a CREST Proxy Instruction will not preclude Shareholders from attending and voting in person at the General Meeting (in substitution for their proxy vote) if they wish to do so and are so entitled.

Guild Financial Advisory Limited ("**Guild Financial**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as independent financial adviser to the Company in relation to the Waiver Proposal. Persons receiving this Circular should note that Guild Financial will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for advising any other person on the arrangements described in this Circular. Guild Financial has not authorised the contents of, or any part of, this Circular and no liability whatsoever is accepted by it for the accuracy of any information or opinion contained in this Circular or for the omission of any information.

This Circular does not constitute an offer to sell or an invitation to subscribe for, or the solicitation of an offer to buy or subscribe for, Ordinary Shares.

Copies of this Circular will be available free of charge during normal business hours on any weekday (except Saturdays, Sundays and public holidays) at the Company's registered office from the date of this Circular. A copy of this Circular will also be available from the Company's website http://www.mustangplc.com/.

Capitalised terms used in this Circular are defined in the Definitions section of this Circular.

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CORPORATE INFORMATION AND ADVISERS

Directors	Alan John Broome, AM (*Non-Executive Chairman*) (*) Dean Lloyd Gallegos (*Managing Director*) (*) Peter Verdun Wale (*Non-Executive Director*) (*) Simon William Holden (*Non-Executive Director*) (*)
Company Secretary	Simon William Holden (*)
	(*) *to resign upon Admission*
Proposed Directors	Jonathan Bixby (*Executive Chairman*) Nicholas Lyth (*Financial Director*) Jonathan Hives (*Non-Executive Director*) Robert Mayfield (*Non-Executive Director*)
Company Secretary on Admission	Nicholas Lyth
Registered Office	48 Chancery Lane c/o Keystone law London WC2A 1JF
Registered Office on Admission	16 Great Queen Street London WC2B 5DG
Mustang Energy Plc Website	www.mustangplc.com
Rule 3 Adviser	Guild Financial Advisory Limited 382 Russell Court Woburn Place London WC1H ONH
Legal Advisers to the Company	Druces LLP Salisbury House London Wall London EC2M 5PS
Auditors	PKF Littlejohn LLP 15 Westferry Circus London E14 4HD
Registrars	Share Registrars Limited 3 The Millennium Centre Crosby Way Farnham Surrey GU9 7XX
Bank	Metro Bank PLC One Southampton Row London WC1B 5HA

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Publication and posting of this Circular	24 May 2024
Latest time and date for lodging Forms of Proxy or for submitting proxy instructions via the CREST electronic proxy appointment service	11 a.m. on 18 June 2024
Record time for those Shareholders on the register of members entitled to attend or vote at the General Meeting	[●] a.m. / p.m. on [●] 2024
Time and date of the General Meeting	[11.00 a.m.] on 20 June 2024
Announcement of the result of the General Meeting	[●] 2024
Completion of the Acquisition, being the effective date of the Scheme	26 June 2024
Issue of the New Shares	[●] 2024
Cancellation of trading of Existing Ordinary Shares	[8.00 a.m.] on 27 June 2024
Admission of the Enlarged Share Capital effective and commencement of unconditional dealings in the Ordinary Shares	8.00 a.m. on 27 June 2024
CREST members' accounts credited in respect of Ordinary Shares, the New Shares (as the case may be), in uncertificated form	on or soon after 8.00 a.m. on [●] 2024 but not later than [●] 2024
Despatch of definitive share certificates for Ordinary Shares, the New Shares (as the case may be), in certificated form	not later than [●] 2024

Notes:

1. Unless otherwise stated, all references to time in this Circular and in the above timetable are to the time in London, United Kingdom.
2. Some of the times and dates above are indications only and if any of the details contained in the timetable above should change, the revised times and dates will be notified to Shareholders by means of an announcement through a Regulatory Information Service.
3. Certain of the events listed in the timetable above are conditional upon, amongst other things, the passing at the General Meeting of the Resolutions.

KEY STATISTICS

Total number of Existing Ordinary Shares as at the date of this Circular	12,161,966
Total number of Consideration Shares to be issued pursuant to the Acquisition	392,105,381
Total number of new Ordinary Shares to be issued in relation to Convertible Loan Notes	6,840,182
Total number of new Ordinary Shares to be issued in relation to Fee Shares	1,400,000
Total number of Warrants in issue	636,986
Total number of Cykel Exchange Warrants to be issued	141,044,698
The Enlarged Share Capital following Acquisition and Admission	412,507,529
Number of New Shares to be issued pursuant to the Acquisition as a percentage of the Enlarged Share Capital	97.05%
Expected market capitalisation of the Combined Group on Admission	£20.21 million
Expected price per Ordinary Share on Admission	4.9 pence

PART I

LETTER FROM THE NON-EXECUTIVE CHAIRMAN

MUSTANG ENERGY PLC

(*Incorporated in England and Wales with company number 11155663*)



Directors:
Alan Broome AM, Non-Executive Chairman
Dean Gallegos, Managing Director
Peter Wale, Non-Executive Director
Simon Holden, Non-Executive Director

Registered office:
48 Chancery Lane
c/o Keystone Law
London
WC2A 1JF

24 May 2024

To the holders of Existing Ordinary Shares and, for information purposes only, the holders of the Convertible Loan Notes, share options and Warrants

Dear Shareholders

Proposed Acquisition of Cykel

Proposed waiver of Rule 9 of the Takeover Code

Issue of 400,345,563 New Shares

Notice of General Meeting

1. Introduction and background

I am writing to you with details of some important resolutions the Company wishes to propose to Shareholders in the upcoming General Meeting which the Board has convened at the offices of Druces LLP, Salisbury House, London Wall, London, EC2M 5PS, at 11 a.m. on 20 June 2024. Notice of the General Meeting is set out at the end of this Circular.

On 10 May 2024, the Directors and the directors of Cykel AI Plc ("Cykel"), a company incorporated in England and Wales which is listed on the Aquis Stock Exchange Growth Market (AQSE: CYK), announced that they had reached agreement on the terms of a recommended all-share offer to be made by the Company for the entire issued share capital of Cykel (the "**Acquisition**"), to be implemented by means of a court-approved scheme of arrangement under Part 26 of the Companies Act. The consideration for the Acquisition will be the issue of 392,105,381 new Ordinary Shares ("**Consideration Shares**") to the holders of shares in Cykel. In addition, to the Consideration Shares, 6,840,182 Ordinary Shares will be issued on the exercise of the Convertible Loan Notes, with accompanying interest and 1,400,000 Ordinary Shares will be issued as part satisfaction of fees owed by the Company to Druces LLP, First Sentinel and to Richard Corsie ("**Fee Shares**"). In addition, options over 7,425,000 Ordinary Shares will be issued to the Mustang Directors in lieu of salary payments ("**2024 Director Options**") and warrants over 141,044,698 Ordinary Shares will be issued to the holders of warrants in Cykel ("**Cykel Exchange Warrants**"). The Resolutions to be proposed at the General Meeting of the Company include the resolutions that are required in order for the Company to issue those new Ordinary Shares in respect of the Consideration Shares, the Convertible Loan Notes and the Fee Shares as well as the exercise of the 2024 Director Options, the BMN Warrants (refered to in paragraphs 6.3 and 6.5 of Part II) and the Cykel Exchange Warrants. Further details are contained in this Circular.

It has been agreed with the Panel that, for the purposes of the Acquisition, a concert party exists comprising the following shareholders and warrantholders in Cykel: Toro Consulting Ltd, Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc, Nicholas Lyth, First Sentinel Corporate Finance Limited, Brian Stockbridge, Alpha Capital Group Ltd, AB Trading and Investments Ltd, B Roberts Equity Trading Ltd, Daniel Pellard, Robert Mayfield, Jonathan Hives and Clear Capital Markets Ltd (the "**Concert Party**"). The Concert

Party holds 105,000,000 shares in Cykel, representing 51.17% of the voting rights of Cykel, and hold 54,385,170 warrants in Cykel which (assuming exercise in full by the members of the Concert Party of these warrants, and assuming that no other person converts any convertible securities or exercises any options or any other right to subscribe for ordinary shares in Cykel) entitle the members of the Concert Party to a further 54,385,170 ordinary shares in Cykel, representing approximately 26.15% of the voting rights of Cykel. Immediately following Admission, the Concert Party will hold 201,055,000 Ordinary Shares of the Company representing approximately 48.74% of the Company's Voting Share Capital being over 30% of the Company's Voting Share Capital but not more than 50% of the Company's Voting Share Capital. If the Concert Party exercise their Cykel Exchange Warrants in full, and no other party exercises any other warrants or options, then the Concert Party will hold a further 130,323,076 Ordinary Shares which, in aggregate, will result in the Concert Party holding a total of 331,378,076 Ordinary Shares, representing 61.05% of the Company's Voting Share Capital. A Rule 9 Waiver is therefore being proposed to the Independent Shareholders. Further details on the Concert Party are contained in Part II of this Circular.

In addition to giving notice of the General Meeting and information on the Acquisition to Shareholders, the purpose of this Circular is to provide you with information on the background to and reasons for the Rule 9 Waiver being put to the Independent Shareholders, to explain why the Board considers the Rule 9 Waiver to be in the best interests of the Company and the Shareholders as a whole and why the Directors unanimously recommend that the Independent Shareholders vote in favour of the Rule 9 Waiver to be proposed at the General Meeting.

2. Company overview

The Company was incorporated as a public limited company on 17 January 2018 in accordance with the laws of England and Wales. On 29 July 2019, the Company completed its initial public offering and was admitted to listing on the standard listing segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities.

The Company was formed to undertake an acquisition of a target company or business or asset(s) with operations in the energy or natural resources sectors. As a result of the global COVID-19 pandemic, the Company announced with the release of its annual report and financial statements for the year ended 31 December 2019 that it would expand its search for appropriate acquisition targets to the entire value chain of the energy industry and would also consider potential acquisitions outside of the energy and natural resources industries. Since then, the Company has looked at a number of acquisition targets but for a variety of reasons has not previously been able to conclude an acquisition.

If the Acquisition is completed, the Company is able to rely upon the transitional provisions made by the changes to the Listing Rules by the FCA (effective as of 3 December 2021) and set out in the Listing Rules (LR TR 16 in respect of LR 2.2.7R(1)) (the "**Transitional Rules**") and is not required to have a minimum market capitalisation of £30 million upon Admission. If the Acquisition is not completed the Company will not be able to rely on the Transitional Rules in the future. Therefore any future acquisition would need to have a minimum market capitalisation of £30 million upon Admission of the enlarged company's shares to listing on the standard listing segment of the Official List and to trading on the Main Market to satisfy the Listing Rules.

3. Information on Cykel and Reasons for the Acquisition

Cykel was incorporated in England and Wales on 22 August 2023. It has carried out limited commercial activity since its incorporation and intends to operate a software business engaged in the development of advanced artificial intelligence (AI) products, intending to offer these to consumers through a "software as a service" (SaaS) model. Cykel intends to leverage the expertise of its board of directors, software development experience and networks in the technology sector. In September 2023, Cykel raised initial capital of c. £568,500, which enabled it to formulate its business plan, specifically for product development, marketing and operations. On 25 October 2023, Cykel was admitted to trading on the Access Segment of the Aquis Stock Exchange Growth Market and raised £1.75 million through its fundraise.

The Board believes that there is a compelling strategic and financial rationale for the Acquisition which will benefit the shareholders, clients, commercial counterparties and other stakeholders of the Combined Group.

Mustang has been looking to complete an acquisition by way of a reverse takeover for a period of time. Mustang is subject to the Transitional Rules. Pursuant to the Transitional Rules, which would have ceased to apply to Mustang had it not completed submissions to the FCA for an eligibility review for listing and a

prospectus review before 4 p.m. on 1 December 2023 (the "Submissions"), Mustang can be re-admitted following a reverse takeover to listing on the Official List and to trading on the Main Market without the requirement that its market capitalisation be £30 million or more. Mustang has successfully filed the Submissions before 4 p.m. on 1 December 2023. Accordingly, Mustang may, subject to FCA's approval of the Prospectus and eligibility, complete the Acquisition by way of a reverse takeover under the Listing Rules on the basis of the Transitional Rules. Any later application for re-admission as part of a reverse takeover would not fall within the Transitional Rules and would be subject to the £30 million minimum market capitalisation requirement, making any future reverse takeover more challenging for Mustang and reducing the attractiveness of Mustang as a shell company going forward.

At the heart of Cykel's product strategy lies the belief that the rise of potent Natural Language Processing (NLP) text generators, exemplified by OpenAI's "GPT-4," will serve as a catalyst for the widespread adoption of AI-driven business applications. As NLP-based text generators gain mainstream prominence, Cykel anticipates organisations embracing specialised "value add" applications that augment their business operations. This strategic orientation underscores Cykel's expectation of a burgeoning market for business applications propelled by the maturation of NLP technology.

Currently, Cykel is at an early stage of operations and in its development phase. Cykel has developed an AI-Powered Task Operating System as a Google Chrome extension. As announced by Cykel on 4 December 2023, this core software, including all front and back-end coding, integration work with third party providers, and publishing of Cykel's extension was completed in Q4 2023. Cykel's AI-Powered Task Operating System (Task OS) is designed to bring AI capabilities to the world of task management, providing users with a platform for streamlined workflows, intelligent task prioritisation, and cross-platform integration.

Cykel's AI software aims to be available on a "freemium" basis. As such, the basic usage tier will be free, but Software as a Service fees will be incurred over a certain amount of requests per month. Cykel will aim to make its platform available to partners and B2B customers. Cykel's sales strategy would initially involve market research and product development. Cykel then plans to proceed into the product launch and initial sales stage. As Cykel transitions into Q3 and Q4 2024, the sales efforts are expected to shift towards scaling and expansion. Through 2025 and beyond Cykel expects to focus on marketing and sales optimisation.

The Directors and the Proposed Directors believe that the Combined Group's listing on the Main Market will not only enable greater liquidity of the Combined Group's shares, but also will enhance the Combined Group's corporate profile, which would in turn enhance the Combined Group in its market perception, contracting with third parties and attracting talent.

The Combined Group's main product will be Cykel AI, a Natural Language Processing software. In building and growing its software, the Combined Group intends to emphasise the following use case:

- Google Software: The ability to manage Google Sheets, Docs, Slides, Forms, Email and Calendar.
- Microsoft Software: The ability to manage Microsoft Excel, Word, PowerPoint, and Outlook emails and Calendar.
- Salesforce Software: The ability to manage contacts, leads, emails, opportunities, sales and support.
- Shopify Software: The ability to manage all Shopify selling capabilities.
- Amazon Software: The ability to manage all Amazon selling capabilities.
- Tableau Software: The ability to manage all analytics capabilities.

4. Terms and conditions of the Acquisition

Under the terms of the Acquisition, which will be subject to the terms and conditions further set out in the Scheme Document, each Cykel shareholder will be entitled to receive.

1.911 New Mustang Shares in exchange for each Cykel Share

The exchange ratio ("Exchange Ratio") has been calculated on the basis of a valuation of £1 million for the entire issued share capital of Mustang, and a valuation of Cykel at c £19.22 million based on a ten-day volume weighted average price (VWAP) up to 7 November 2023. The Acquisition implies an offer value of 9.37 pence per Cykel Share.

On this basis, the Acquisition represents:

- a premium of approximately 1.30% to the closing price of 9.25 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares); and

- a discount of approximately 3.20% to the three-month VWAP of 9.68 pence per Cykel Share on 17 January 2024 (being the last Business Day prior to the suspension of trading in Cykel Shares).

The dates referenced above are significant as these represent the dates on which trading in both sets of shares was suspended.

Trading in the ordinary shares of Cykel was suspended on 18 January 2024 due to the transformational nature of the Acquisition. Trading in the ordinary shares of Mustang was suspended on 27 April 2021 due to the entering into of a legally binding investment agreement with VRFB Holdings Limited ("VRFB-H"). This acquisition did not complete although the shares have remained suspended since.

Upon completion of the Acquisition, Cykel Shareholders will hold approximately 95.05% of the entire issued ordinary share capital of the Combined Group and Mustang Shareholders will hold approximately 4.95% of the entire issued ordinary share capital of the Combined Group.

The Acquisition is conditional upon, amongst other matters:

- the Scheme being approved by the requisite percentage of Cykel Shareholders and being sanctioned by the High Court of Justice in England and Wales;
- each of Mustang and Cykel obtaining the necessary shareholder, third party and regulatory approvals;
- publication of the Prospectus; and
- Admission.

5. Prospectus and related documentation

On the date of this Circular, the Company is publishing a prospectus describing the Combined Group (the "**Prospectus**"). The Prospectus is available at the Company's website: http://www.mustangplc.com/. The content of the Prospectus is incorporated by reference into this Circular (pursuant to Rule 24.15 of the Code).

The Acquisition constitutes a Reverse Takeover under the Listing Rules as it will result in a fundamental change in the business of the Company. In accordance with Listing Rule 5.6.19G, the FCA is expected to cancel the listing of the Existing Ordinary Shares immediately before 8:00 a.m. on 27 June 2024. Applications will be made for the Enlarged Share Capital to be admitted to listing on the standard listing segment of the Official List in accordance with Chapter 14 of the Listing Rules and to trading on the London Stock Exchange's Main Market for listed securities with effect from 8:00 a.m. on 27 June 2024.

The Acquisition remains conditional, *inter alia*, upon the approval by Independent Shareholders of the Rule 9 Waiver (the Resolution numbered 7 set out in the Notice of General Meeting). This Circular provides Independent Shareholders with the details of the Waiver Proposal and the Board's recommendation in relation to the Waiver Proposal and the other Resolutions to be proposed at the General Meeting to be held on 20 June 2024.

This Circular also provides Shareholders with information regarding certain other shareholder authorities to be sought by the Board at the General Meeting.

The Acquisition is also conditional, *inter alia*, upon Admission and the approval by the holders of the Existing Ordinary Shares of the other Resolutions at the General Meeting. It is expected that Admission will become effective at 8:00 a.m. on 27 June 2024. Following Admission, the Combined Group will comprise the Company and Cykel.

6. The Takeover Code

Introduction

As a company incorporated in England and Wales which has its shares admitted to listing on the standard segment of the Official List and admitted to trading on the Main Market of the London Stock Exchange, the Company is subject to the Takeover Code. Under Rule 9 of the Takeover Code, any person who acquires an interest in shares (as defined in the Takeover Code) which, taken together with shares in which they are already interested and shares in which persons acting in concert with them are interested, carry 30 per cent. or more of the voting rights of a company (which is subject to the Code) is normally required to make a general offer to all the remaining shareholders to acquire their shares.

Similarly, when any person, together with persons acting in concert with them, is interested in shares which in the aggregate carry not less than 30 per cent. of the voting rights of such a company but does not hold shares carrying more than 50 per cent. of such voting rights, a general offer will normally be required if any further interests in shares are acquired by any such person. An offer under Rule 9 must be made in cash and at the highest price paid by the person required to make the offer, or any person acting in concert with them, for any interest in shares of the company during the 12 months prior to the announcement of the offer.

Where a person acquires new shares, the Panel may agree to waive the obligation that would otherwise arise under Rule 9 if the acquisition is approved by a vote of independent shareholders in a general meeting.

When members of a concert party hold more than 50 per cent. of the voting rights in a company, no obligations under Rule 9 normally arise from acquisitions by any member of the concert party although individual members of a concert party will not be able to increase their percentage interests in shares through or between a Rule 9 threshold without Panel consent.

The Waiver Proposal

Following Completion pursuant to the terms of the Acquisition and upon Admission, the Concert Party will hold 201,055,000 Ordinary Shares, representing approximately 48.74 per cent. of the voting rights of the Enlarged Share Capital (i.e. less than 50 per cent. of the Enlarged Share Capital). If, following Completion pursuant to the terms of the Acquisition and upon Admission, the Concert Party were to exercise in full their 130,323,076 Warrants (and assuming no other options or Warrants were exercised), the Concert Party will hold a further 130,323,076 Ordinary Shares, representing approximately 24.38 per cent. of the voting rights of the Enlarged Share Capital. In these circumstances, the Concert Party will hold an aggregate of 331,378,076 Ordinary Shares representing approximately 61.05 per cent. of the Enlarged Share Capital (i.e. more than 50 per cent. of the Enlarged Share Capital) following completion of the Acquisition and Admission and will have control of the Company in accordance with the Code.

A table showing the respective individual interests in Ordinary Shares and Warrants of the members of the Concert Party is set out below in paragraph 3 of Part II.

Accordingly, the Concert Party would normally be required under Rule 9 of the Code to make a mandatory offer for the remainder of the share capital of the Company as a result of the issue of Ordinary Shares described above. However, the Panel has agreed, subject to the Rule 9 Waiver being approved by Independent Shareholders at the General Meeting, to waive the obligation on the Concert Party, under Rule 9 of the Code, to make an offer for the entire issued share capital of the Company that would otherwise arise as a result of the issue to the Concert Party of the Consideration Shares and the First Sentinel Fee Shares on Admission and, following the exercise of the Concert Party's Cykel Exchange Warrants.

Application of the Takeover Code following the Panel Waiver

If the Rule 9 Waiver is approved at the General Meeting the Company will remain subject to the Takeover Code.

On completion of the Acquisition (being the date on which the Scheme becomes effective) and following Admission, the Concert Party's aggregate shareholding in the Company will be approximately 48.74 per cent.

In these circumstances, the acquisition of any further Ordinary Shares by any member of the Concert Party (save as a result of the exercise of the Cykel Exchange Warrants) would trigger an obligation for a mandatory offer to be made under Rule 9 since it will have the effect of increasing the percentage of Ordinary Shares held by the Concert Party in the 30% to 50% band. If, as a result of the exercise of the Cykel Exchange Warrants by members of the Concert Party, the Concert Party comes to hold more than 50% of the Ordinary Shares, the Concert Party will be able to acquire further Ordinary Shares without consequence under Rule 9.

If the Waiver Proposal is approved by the passing of the Rule 9 Waiver at the General Meeting, the Concert Party will not be restricted from making an offer for the Company.

Intentions of the Concert Party

The individual members of the Concert Party have each confirmed to the Company that they are not proposing, following any increase in their percentage interests in the Enlarged Share Capital as result of completion of the Transaction, to seek any change in the general nature of the business. The Concert Party have further confirmed that they have no intention to change the Company's plans in respect of:

(i) the future business for the Company (including research and development). At the date of this Circular the Company does not have any business activity and therefore the Acquisition will not have any impact on the current activities of the Company. The Combined Group will be led by the Proposed Directors (being the current directors of Cykel) who will be appointed at Admission and the Mustang Directors will resign;

(ii) the strategic plans for the Company's places of business, including on the location of the headquarters;

(iii) employer contributions into any pension scheme(s), the accrual of benefits for existing members, or the admission of new members. As at the date of this Circular, the Company does not have any employees or pension schemes. The Acquisition will therefore not have any repercussions on employment or pensions for Mustang;

(iv) redeployment of the Company's fixed assets; and/or

(v) the continuation of the Shares being admitted to listing on the standard listing segment of the Official List and to trading on the Main Market (subject to Admission occurring).

The Concert Party confirms that there will be no material impact on the future business, its existing employees and strategic plans following the Acquisition.

Benefits of the Waiver Proposal

The Acquisition is conditional on the passing of the Rule 9 Waiver. The Board considers that the Acquisition represents an accelerated route to grow the Company and add value.

The Acquisition will therefore not proceed unless the Waiver Proposal is approved by the Independent Shareholders. Given this, the Board believes that it is in the best interests of the Company, and the Shareholders as a whole, that the Waiver Proposal be approved by the Independent Shareholders at the General Meeting.

Risks associated with the Waiver Proposal

In considering your voting decisions in relation to the Waiver Proposal, you are referred to the risks set out below. Only those risks relating to the Waiver Proposal which are material and currently known to the Company are set out below. Additional risks and uncertainties not currently known to the Company, or that the Company currently deems to be immaterial, may also have an adverse effect on the Company.

The Independent Shareholders should note that, if the Rule 9 Waiver is approved and the Acquisition completes, the Concert Party will hold in aggregate approximately 48.64% of the Ordinary Shares upon the issue of the Consideration Shares, 48.74% of the Ordinary Shares upon the issue of the Fee Shares and 61.05 % of the Ordinary Shares should the Concert Party exercise in full their Cykel Exchange Warrants, and assuming no other party exercises any warrants or options. In practical terms, these shareholdings will have the effect of deterring any offeror from making an offer for the Company without support from the Concert Party.

Implementing the Rule 9 Waiver

The Rule 9 Waiver is subject to the approval of Independent Shareholders at the General Meeting. To comply with the Takeover Code, the Rule 9 Waiver will be taken on a poll and requires the approval of more than 50 per cent. of votes cast by Independent Shareholders at the General Meeting present in person or by proxy and voting at the General Meeting.

7. Independent advice provided to the Board

The Takeover Code requires the Board to obtain competent independent advice regarding the merits of the transaction which is the subject of the Rule 9 Waiver, namely the issue to the Concert Party of the Consideration Shares, First Sentinel Fee Shares and proposed Cykel Exchange Warrants and the effect it will have on Shareholders generally. Accordingly, Guild Financial, as the Company's financial adviser, has provided formal advice to the Board regarding the proposals.

Guild Financial confirms that it is independent of the Company and the Concert Party and has no commercial relationship with the Concert Party.

8. General meeting

At the end of this Circular, you will find a notice convening a General Meeting, which is to be held at the offices of Druces LLP, Salisbury House, London Wall, London, EC2M 5PS, on 20 June 2024 at 11 a.m. A summary of the action you should take is set out in paragraph 10 of this Part I and in the Form of Proxy that accompanies this Circular.

The purpose of the General Meeting is to consider and, if thought fit, pass the Resolutions, in each case as set out in full in the notice of General Meeting. Resolutions 1 to 7 (inclusive) will be proposed as ordinary resolutions and Resolutions 8 to 12 will be proposed as special resolutions of the Company and Resolutions 3 to 11 will be inter-conditional upon the others having been validly passed. The passing of Resolution 7 will be taken on a poll of Independent Shareholders present and by proxy voting at the General Meeting and require the approval by the Independent Shareholders by way of simple majority.

Resolution 1: to receive reports of the directors and the auditors of the Company and the audited accounts for the financial year ended 31 December 2022;

Resolution 2: to reappoint PKF Littlejohn LLP as the auditors of the Company;

Resolution 3: to approve the Acquisition;

Resolution 4: to authorise the Directors to allot and issue the Consideration Shares;

Resolution 5: to authorise the Directors to allot and issue the Fee Shares;

Resolution 6: to authorise the Directors to allot and issue Ordinary Shares on exercise of the Convertible Loan Notes, the 2024 Director Options, the BMN Warrants and the Cykel Exchange Warrants;

Resolution 7: to approve the Rule 9 waiver granted by the Takeover Panel and any obligation which might otherwise arise under Rule 9 of the Takeover Code for the Concert Party to make a general offer for the Company as a result of the issue to the Concert Party of the Consideration Shares and the First Sentinel Fee Shares on Admission and, following the exercise of the Concert Party's Cykel Exchange Warrants;

Resolution 8: to disapply statutory pre-emption provisions to enable the Directors in certain circumstances to allot the new Ordinary Shares in connection with the Transaction for cash other than on a pre-emptive basis;

Resolution 9: to disapply statutory pre-emption provisions to enable the Directors in certain circumstances to allot the Fee Shares in connection with the Transaction for cash other than on a pre-emptive basis;

Resolution 10: to disapply statutory pre-emption provisions to enable the Directors in certain circumstances to allot the new Ordinary Shares for cash, grant the 2024 Director Options, BMN Warrants and the Cykel Exchange Warrants other than on a pre-emptive basis;

Resolution 11: to adopt new articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association; and

Resolution 12: to approve notice of a general meeting of not less than 14 clear days' notice.

Completion of the Acquisition is conditional upon the passing of Resolutions 3-11 (inclusive). If any of Resolutions 3-11 (inclusive) are not passed, then the Acquisition will not complete.

9. Action to be taken

Shareholders will find enclosed a Form of Proxy for use in connection with the General Meeting. Whether or not you intend to be present at the meeting, you are asked to complete the Form of Proxy in accordance with the instructions printed thereon and return it to the Company's Registrars, Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey, GU9 7XX, (by post or by hand) or by email to voting@shareregistrars.uk.com as soon as possible and, in any event, no later than 11 a.m. on 18 June 2024, being 48 hours (not counting any part of a day that is not a Business Day) before the time appointed for the holding of the General Meeting.

If you hold shares in CREST, you may appoint a proxy by completing and transmitting a CREST Proxy Instruction to Share Registrars Limited (ID 7RA36), so that it is received no later than [●] a.m. / p.m. on [●] 2024.

Completion of a Form of Proxy or the giving of a CREST Proxy Instruction will not prevent you from attending the General Meeting and voting in person (in substitution for your proxy vote) if you wish to do so and are so entitled.

10. Recommendation

10.1 ***Waiver Proposal***

The Directors, who have been so advised by Guild Financial, consider the Transaction and the Waiver Proposal to be fair and reasonable and in the best interests of the Company and its Independent Shareholders as a whole. In providing advice to the Board, Guild Financial has taken account of the commercial assessments of the Board. Accordingly, the Board recommends that the Independent Shareholders vote in favour of the Rule 9 Waiver approving the Waiver Proposal at the General Meeting. The Board have given irrevocable undertakings to vote in favour of Resolutions 3-11 (inclusive) in respect of their entire beneficial holdings of Ordinary Shares which amount to, in aggregate, 2,450,000 Existing Ordinary Shares, representing approximately 20.15 per cent. of the Existing Ordinary Shares. The Board intends to vote in favour of Resolutions 1, 2 and 12 in respect of their entire beneficial holdings.

In addition, the Company has received irrevocable undertakings to vote in favour of resolutions 3-11 (inclusive) in respect of 2,721,600 Existing Ordinary Shares, representing approximately 22.38% per cent. of the Existing Ordinary Shares. The Transaction and the Waiver Proposal are conditional, *inter alia*, upon the passing of the Resolutions at the General Meeting. Shareholders should be aware that if the Resolutions 3-11 (inclusive) are not approved at the General Meeting, the Transaction will not proceed in any respect. Shareholders are urged to vote in favour of the Resolutions, which the Board considers to be in the best interests of the Shareholders as a whole.

10.2 ***Other Resolutions***

The Directors recommend that Shareholders vote in favour of Resolutions 1 to 12 (inclusive) at the General Meeting, as they intend to do in respect of their entire beneficial holdings of Ordinary Shares which amount to, in aggregate, 2,450,000 Existing Ordinary Shares, representing approximately 20.14 per cent. of the Existing Ordinary Shares.

Yours faithfully

Alan Broome AM
Non-Executive Chairman
Mustang Energy PLC

PART II

ADDITIONAL INFORMATION

1. Responsibility

1.1 The Directors, whose names and principal functions are set out in paragraph 2 of this Part II, and the Company accept responsibility for the information (including any expressions of opinion) contained in this Circular, other than the information concerning Cykel and the Concert Party and their intentions for which the directors of Cykel and the Concert Party accept responsibility (as set out in paragraph 1.2 below). The Directors also accept responsibility for the recommendation that Independent Shareholders vote in favour of the Rule 9 Waiver. To the best of the knowledge and belief of the Directors and the Company (who have taken all reasonable care to ensure that such is the case), the information contained in this Circular for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.2 The Proposed Directors accept responsibility for the information contained in this Circular relating to Cykel (including any expressions of opinion) and, in addition, the Concert Party accepts responsibility for the information relating to the Concert Party. To the best of the knowledge and belief of the Proposed Directors and the Concert Party (having taken all reasonable care to ensure that such is the case), the information contained in this Circular for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

The Directors at the date of this Circular and their functions are as follows:

Director	*Function*
Alan Broome	Non-Executive Chairman
Dean Gallegos	Managing Director
Peter Wale	Non-Executive Director
Simon Holden	Non-Executive Director

The business address of the Directors is the Company's registered office address.

None of the Directors are members of the Concert Party and all are therefore deemed to be independent directors for the purposes of recommending the Rule 9 Waiver to Shareholders.

3. Information on the Concert Party

The Company has agreed with the Panel that, due to their association with Cykel, the following persons are acting in concert: Toro Consulting Ltd, Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc, Nicholas Lyth, First Sentinel Corporate Finance Limited, Brian Stockbridge, Alpha Capital Group Ltd, AB Trading and Investments Ltd, B Roberts Equity Trading Ltd, Daniel Pellard, Robert Mayfield, Jonathan Hives and Clear Capital Markets Ltd.

The relationships between the Concert Party are as follows:

i) Toro Consulting Ltd - a company beneficially held by Jonathan Bixby (the Executive Chairman of Cykel) and his wife Shannon Wall
ii) Fidelio Partners Pte Ltd – a company operated by Matthew Lodge who has invested in a number of different companies with Jonathan Bixby, a director of Cykel
iii) California Two Pizza Ventures Inc – a company operated by Derek Lew, a business associate of Jonathan Bixby, a director of Cykel
iv) Nicholas Lyth – Financial Director of Cykel
v) Robert Mayfield – Independent Non-Executive Director of Cykel
vi) Jonathan Hives – Non-Executive Director of Cykel

vii) First Sentinel Corporate Finance Ltd – Adviser to Cykel in relation to the Acquisition and subsequent Admission
viii) Brian Stockbridge – director of First Sentinel Corporate Finance Ltd
ix) Clear Capital Markets Ltd – Broker to Cykel
x) Alpha Capital Group Ltd – a company controlled by Andrew Blaylock, director of Clear Capital Markets Ltd
xi) AB Trading and Investments Ltd – a company owned by Andrew Blaylock, director of Clear Capital Markets Ltd
xii) B Roberts Equity Trading Ltd – a company owned by Bob Roberts, director of Clear Capital Markets Ltd
xiii) Daniel Pellard – director of Clear Capital Markets Ltd

Effect of Admission

As at the close of business on the disclosure date, the interests of the Concert Party, in relevant securities of the Company and the relevant securities of the Company in respect of which it has a right to subscribe (and showing the effect on those interests as if the Acquisition were completed on the assumption that (i) no other changes to the issued share capital of the Company occur during the period; and (ii) all the New Shares are issued) were as follows:

	Current holding in the Company			**Holding in the Company post-Admission**			
Concert Party member	**Number of Ordinary Shares**	**% of issued share capital**	**Number of warrants**	**Number of Ordinary Shares**	**% of Enlarged Share Capital**	**Number of Cykel Exchange warrants**	**Aggregate relevant % if Warrants exercised****
Toro Consulting Ltd	Nil	Nil	Nil	95,550,000	23.16	55,752,442	27.87
Fidelio Partners Pte Ltd	Nil	Nil	Nil	38,220,000	9.27	Nil	7.04
California Two Pizza Ventures Inc	Nil	Nil	Nil	13,377,000	3.24	Nil	2.46
Alpha Capital Group Ltd	Nil	Nil	Ni	11,466,000	2.78	Nil	2.11
First Sentinel Corporate Finance Ltd*	Nil	Nil	Nil	8,044,000	1.95	15,446,760	4.33
AB Trading and Investments Ltd	Nil	Nil	Nil	7,644,000	1.85	Nil	1.41

B Roberts Equity Trading Ltd	Nil	Nil	Nil	7,644,000	1.85	Nil	1.41
Daniel Pellard	Nil	Nil	Nil	7,644,000	1.85	Nil	1.41
Nicholas Lyth	Nil	Nil	Nil	6,688,500	1.62	19,298,922	4.79
Brian Stockbridge	Nil	Nil	Nil	4,777,500	1.16	Nil	0.88
Clear Capital Markets Ltd	Nil	Nil	Nil	Nil	0	31,247,654	5.76
Robert Mayfield	Nil	Nil	Nil	Nil	0	4,288,649	0.79
Johnathan Hives	Nil	Nil	Nil	Nil	0	4,288,649	0.79
Total	**Nil**	**Nil**	**Nil**	**201,055,000**	**48.74**	**130,323,076**	**61.05**

* includes 400,000 First Sentinel Fee Shares.

** this percentage assumes no other warrants or options in the Company are exercised.

On Admission, the Concert Party will hold Ordinary Shares representing approximately 48.74 per cent. of the Enlarged Share Capital. The Concert Party will also hold 130,323,076 Cykel Exchange Warrants in the Company.

There were no dealings in relevant securities of the Company during the disclosure period by the Concert Party in relevant securities of the Company.

Save as disclosed in this Circular:

(a) as at the close of business on the disclosure date, no member of the Concert Party or any person acting in concert with any of them (including directors) had any interest in, or right to subscribe for, or any short position, 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 in relation to, any relevant securities of the Company, nor had any of them dealt in any relevant securities of the Company during the disclosure period;

(b) as at the close of business on the disclosure date, there are no relevant securities of the Company in respect of which any member of the Concert Party or any person acting in concert with it (including directors) has borrowed or lent (including for these purposes any financial collateral arrangements of the kind referred to in Note 3 on Rule 4.6 of the Takeover Code), save for any borrowed shares which have been either on-lent or sold;

(c) the Company has not redeemed or purchased any relevant securities of the Company during the disclosure period;

(d) as at the close of business on the disclosure date, none of the Directors (including any members of their respective immediate families, related trusts or connected persons) nor any person

acting in concert with the Company had any interest in, or right to subscribe for, or any short position, 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 in relation to, any relevant securities of the Company, nor had any of them dealt in any relevant securities of the Company during the disclosure period;

(e) as at the close of business on the disclosure date, there are no relevant securities of the Company in respect of which any of the Directors nor any person acting in concert with the Company has borrowed or lent (including for these purposes any financial collateral arrangements of the kind referred to in Note 3 on Rule 4.6 of the Takeover Code), save for any borrowed shares which have been either on-lent or sold; and

(f) as at the close of business on the disclosure date, neither the Company nor any person acting in concert with the Company had any interest in, or right to subscribe for, or any short position, 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 in relation to, any relevant securities of the Company during the disclosure period.

4. Disclosures of interests and dealings

4.1 ***Definitions and interpretations***

For the purposes of this paragraph 4:

"**acting in concert**" has the meaning attributed to it in the Takeover Code;

"**arrangement**" includes any 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;

"**connected adviser**" has the meaning attributed to it in the Takeover Code;

"**connected person**" has the meaning attributed to it in sections 252 to 255 of the CA 2006;

"**control**" means an interest, or interests, in relevant securities 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 or interests give *de facto* control;

"**dealings**" or "**dealt**" includes the following:

(a) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities, or of general control of relevant securities;

(b) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;

(c) subscribing or agreeing to subscribe for relevant securities;

(d) the exercise or conversion, whether in respect of new or existing relevant securities, of any relevant securities carrying conversion or subscription rights;

(e) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;

(f) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities;

(g) the redemption or purchase of, or taking or exercising an option over, any of its own relevant securities by the Company; and

(h) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

"**derivative**" includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of a underlying security;

"**disclosure date**" means 23 May 2024, being the latest practicable date prior to the publication of Circular;

"**disclosure period**" means the period commencing on 25 May 2023, being the date 12 months prior to the publication of this Circular and ending on the disclosure date;

"**exempt principal trader**" has the meaning attributed to it in the Takeover Code;

"**exempt fund manager**" has the meaning attributed to it in the Takeover Code;

"**interest**" a person who has long economic exposure, whether absolute or conditional, to changes in the price of relevant securities will be treated as interested in those relevant securities. A person who only has a short position in relevant securities will not be treated as interested in those relevant securities. In particular, a person will be treated as being interested in relevant securities if the person:

(a) owns them;

(b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;

(c) by virtue of any agreement to purchase, option or derivative (i) has the right or option to acquire them or call for their delivery; or (ii) is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or

(d) is party to any derivative (i) whose value is determined by reference to its price and; (ii) which results, or may result, in the person having a long position in it; and

(e) in the case of Rule 5 of the Takeover Code only, has received an irrevocable commitment in respect of the relevant securities;

"**relevant securities**" mean Ordinary Shares and securities convertible into or rights to subscribe for Ordinary Shares; and

"**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.

4.2 ***Interests and dealings in relevant securities of the Company***

As at the date of this Circular, insofar as the Company has been notified: (i) the following persons are interested, directly or indirectly, in 3 per cent. or more of the Company's issued share capital; and (ii) on Admission (*showing the effect on those interests as if the Acquisition were completed on the assumption that (i) no other changes to the issued share capital of the Company occur during the period; and (ii) all the New Shares are issued),* the following persons will be interested, directly or indirectly, in 3 per cent. or more of the Enlarged Share Capital.

	As at the date of this Circular		**On Admission**	
	Number of Ordinary Shares	***Percentage of Existing Ordinary Shares***	***Number of Ordinary Shares***	***Percentage of Enlarged Share Capital***
Acacia Resources Limited	2,471,600	20.32%	2,471,600	0.60%

Bushveld*Minerals Limited	1,880,366	15.46%	1,880,366	0.47%
Dean Lloyd Gallegos	1,630,000	13.40%	1,630,000	0.40%
Richard Corsie	1,050,000	8.63%	1,350,000**	0.33%
The Australian Special Opportunity Fund, LP	380,000	3.12%	380,000	0.09%
Toro Consulting Ltd***	Nil	Nil	95,550,000	23.16%
Fidelio Partners Pte Ltd	Nil	Nil	38,220,000	9.27%
Crowdform Ltd	Nil	Nil	19,110,000	4.63%
California Two Pizza Ventures Inc	Nil	Nil	13,377,000	3.24%

* Bushveld Minerals holds warrants over 636,986 Ordinary Shares
** includes 300,000 Finders Fee Shares.
*** Toro Consulting Ltd are expected to hold warrants over 55,752,442 Ordinary Shares

4.3 Except for the holdings stated above, the Directors are not aware of any persons, other than the Concert Party following Admission (as described in paragraph 3 of this Part II) who, directly or indirectly, jointly or severally, exercise or could exercise control over the Company.

4.4 Any person who is directly or indirectly interested in 3 per cent. or more of the Company's issued share capital, is required to notify such interest to the Company in accordance with the provisions of Chapter 5 of the DTR, and any such interest will be notified by the Company to the public.

4.5 Those interested, directly or indirectly, in 3 per cent. or more of the issued share capital of the Company do not now, and, following Admission, will not, have different voting rights from other holders of Ordinary Shares.

As at the close of business on the disclosure date, the interests of the Directors and their immediate families, related trusts, and the interests of persons connected with them, in relevant securities of the Company and the relevant securities of the Company in respect of which they have a right to subscribe (and showing the effect on those interests as if the Acquisition were completed on the assumption that: (i) no other changes to the issued share capital of the Company occur during the period; and (ii) all of the New Shares are issued) were as follows:

	As at the date of this Circular			**On Admission**		
Director	***Number of Ordinary Shares***	***Percentage of Existing Ordinary Shares***	***Number of options over new Ordinary Shares***	***Number of Ordinary Shares***	***Percentage of Enlarged Share Capital***	***Number of options over new Ordinary Shares***

Alan Broome	140,000	1.15%	90,000	140,000	0.03	690,000
Dean Gallegos	1,630,000	15.85%	630,000	1,630,000	0.40	6,255,000
Peter Wale	340,000	3.31%	90,000	340,000	0.08	690,000
Simon Holden	340,000	3.31%	90,000	340,000	0.08	690,000

Included in the table above are options to be granted to the Directors on [20 June 2024], over 7,425,000 Ordinary Shares exercisable at a price per Ordinary Share of 5 pence (the "**2024 Director Options**"). These options will vest when the share price of the Ordinary Shares is equal to or exceeds 7.5 pence and will lapse on 24 October 2026. The 2024 Director Options are in lieu of cash payments which are due to the Directors and in aggregate amount to £211,500 over a 16-month period from 1 January 2023. Based on an expected market capitalisation of the Combined Group of £20.22 million, the number of shares in issue at Admission being 412,507,529 and the expected price per Ordinary Share on Admission will be 4.9 pence.

4.6 ***Irrevocable Undertakings***

The following shareholders of the Company have given irrevocable undertakings to vote in favour of the Resolutions:

Irrevocable undertakings from the Mustang Directors and Mustang Shareholders

The following Mustang Directors and Mustang Shareholders have each given irrevocable undertakings to vote in favour of the Mustang Resolutions to be proposed at the Mustang General Meeting in respect of the following Mustang Existing Ordinary Shares.

Name	**Number of Existing Ordinary Shares for which undertaking is given**	**Percentage of the entire issued share capital of Mustang at Last Practicable Date**
Dean Lloyd Gallegos	1,630,000	13.4%
Peter Wale	340,000	2.8%
Simon Holden	340,000	2.8%
Alan Broome	140,000	1.15%
Acacia Resources Limited	2,471,600	20.32%
Matthew Lumb	250,000	2.06%
Total	**5,171,600**	**42.53%**

These irrevocable undertakings cease to be binding if, among other things:

1. Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or takeover offer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;

2. the Scheme Document (or offer document, as applicable) is not published within 28 days of the date of issue of the announcement by Mustang under Rule 2.7 of the Code (the "**Press Announcement**") or such later time as may be agreed by the Panel. If Mustang elects in the Press Announcement to implement the Acquisition by way of a Scheme and subsequently elects to implement the Acquisition by way of a takeover offer this time

period shall automatically be extended so that termination will occur if an offer document is not posted within 28 days of the date of the press announcement advising that the Acquisition is to be structured as a takeover offer as opposed to a Scheme or such later time as may be agreed by the Panel;

3. if the Acquisition is structured as a Scheme, the Scheme has not become Effective (as described in the Scheme Document) by 5.00 pm on the Long Stop Date (as described in the Scheme Document) or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);

4. any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or

5. the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five business days.

Irrevocable undertakings from the Cykel Directors and certain Cykel Shareholders

The following Cykel Shareholders have each given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting (as defined in the Scheme Document) and the resolution in relation to the Acquisition to be proposed at the genereal meeting of Cykel (and, if the Acquisition is subsequently structured as a takeover offer, to accept the takeover offer) in respect of the following Cykel Shares and Cykel Warrants:

Name	**Number of Cykel Shares for which undertaking is given**	**Percentage of entire issued share capital of Cykel at Latest Practicable Date**	***Number of Cykel Warrants***
Jonathan Bixby (held by Toro Consulting Ltd, Jonathan Bixby and Shannon Wall (Jonathan Bixby's wife) are beneficial owners of Toro Consulting Ltd)	50,000,000	24.37%	26,000,000
Nicholas Lyth	3,500,000	1.71%	9,000,000
Jonathan Hives	Nil	0%	2,000,000
Robert Mayfield	Nil	0%	2,000,000
Alpha Capital Ltd	6,000,000	2.92%	Nil
California Two Pizza Ventures Inc	7,000,000	3.41%	Nil
Crowdform Ltd	10,000,000	4.87%	Nil
Fidelio Partners Pte Ltd	20,000,000	9.75%	Nil
Nicholas Nugent	5,000,000	2.44%	Nil
First Sentinel Corporate Finance Limited	4,000,000	1.95%	6,051,834

Brian Stockbridge	2,500,000	1.22%	0
Ewan Collinge	2,000,000	0.97%	2,500,000
Leo Mercier	2,000,000	0.97%	2,500,000
Total	**112,000,000**	**54.57%**	**50,051,834**

These irrevocable undertakings cease to be binding if amongst other things:

1. Mustang announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no new, revised or replacement scheme of arrangement or takeover offfer is announced by Mustang in accordance with Rule 2.7 of the Takeover Code at the same time;

2. the Scheme has not become Effective (as defined in the Scheme Document) by 5.00 pm on the Long Stop Date (as defined in the Scheme Document) (or such later time and date as Mustang and Cykel may agree with the approval of the Court and/or Panel if required);

3. any competing offer for the entire issued and to be issued share capital of Cykel is declared unconditional or any competing scheme of arrangement in respect of Cykel becomes effective in accordance with its terms; and/or

4. the Acquisition lapses or is withdrawn and no new, revised or replacement offer or scheme has then been announced in its place in accordance with Rule 2.7 of the Takeover Code, or is announced by Mustang in accordance with Rule 2.7 of the Takeover Code within five business days.

4.7 ***General***

Save as disclosed in this Circular:

(a) no agreement, arrangement or understanding (including any compensation arrangement) exists in relation to a transfer or otherwise between the Concert Party or any person acting in concert with it and any of the Directors, Shareholders or recent Shareholders in the Company, or any person interested or recently interested in Ordinary Shares, having any connection with or dependence upon the Proposals; and

(b) there is no agreement, arrangement or understanding whereby the beneficial ownership of any New Shares to be issued to the Concert Party pursuant to the Proposals will be transferred to any other person.

5. Directors' service agreements, letter of appointments, remuneration and other matters

Alan Broome

Pursuant to a letter of appointment dated 17 July 2019 between the Company and Alan Broome, Mr Broome was engaged as a Non-Executive Director for an initial term of 12 months such term having been automatically extended. Mr Broome did not draw any directors' fees until 1 May 2021, such fees from thereon being paid on a gross basis at a rate of £2,500 per month pursuant to an addendum to the letter of appointment dated 24 April 2021. The appointment can be terminated by either party on six months' written notice. The letter of appointment is governed by English law.

On 8 May 2023, Mr Broome entered into a new letter of appointment with the Company as a Non-Executive Director and Chairman of the Company effective from admission. Either party may terminate the appointment upon six months' written notice. Mr Broome's appointment is subject to the Company's Articles and the usual rules on the rotation of directors. It is expected that Mr Broome will spend a minimum of four days a month on work for the Company. Mr Broome will be paid £50,000 per annum from Admission and is entitled to further fees if he serves on any committees of the Company.

Dean Gallegos

Pursuant to a letter of appointment dated 17 July 2019 between the Company and Dean Gallegos, Mr Gallegos was engaged as the Managing Director for an initial term of 12 months such term having been automatically extended. Mr Gallegos did not draw any directors' fees until February 2020, such fees from thereon being paid on a gross basis at a rate of £5,000 per month. These fees were increased to £10,000 per month in May 2021 pursuant to an addendum to the letter of appointment dated 24 April 2021. The appointment can be terminated by either party on six months' written notice. The letter of appointment is governed by English law.

Peter Wale

Pursuant to a letter of appointment dated 17 July 2019 between the Company and Peter Wale, Mr Wale was engaged as a Non-Executive Director for an initial term of 12 months such term having been automatically extended. Mr Wale did not draw any directors' fees until May 2021, such fees from thereon being paid on a gross basis at a rate of £2,000 per month pursuant to an addendum to the letter of appointment dated 24 April 2021. The appointment can be terminated by either party on six months' written notice. The letter of appointment is governed by English law.

Simon Holden

Pursuant to a letter of appointment dated 17 July 2019 (as amended pursuant to an addendum to the letter of appointment dated 24 April 2021) between the Company and Simon Holden, Mr Holden was engaged as a Non-Executive Director for an initial term of 12 months such term having been automatically extended. Mr Holden has not drawn any directors' fees since his appointment and has waived any entitlement to any such fees. The appointment can be terminated by either party on six months' written notice. The letter of appointment is governed by English law.

No contracts for employment or letters of appointment have been entered into or amended in the last six months.

Mustang Directors will resign on Admission. The directors of Cykel have entered into service contracts and/or letters of appointment with Mustang substantially on the same terms as set out in their existing service contracts and/or letters of appointment with Cykel, and will be appointed as directors of Mustang with effect from Admission.

6. Material contracts

Mustang has not entered into, during the period beginning on 18 January 2022 (being two years before the commencement of the Offer Period) and ending on the Latest Practicable Date, any material contract otherwise than in the ordinary course of business, save for the following:

6.1 *Heads of Terms*

On 7 November 2023, the Company and Cykel entered into the Heads of Terms for the Acquisition, on the basis of 1.911 new Mustang share for each Cykel share. This ratio has been calculated on the basis of a valuation of £1,000,000 of Mustang, and a valuation of Cykel at c £19.22 million based on a ten day volume weighted average price (VWAP) up to 7 November 2023, being the date of the Head of Terms.

Under the Heads of Terms, the Acquisition, if made, is conditional upon satisfaction or waiver (where relevant) the conditions, including the satisfactory completion by each of the parties of financial, legal and commercial due diligence.

6.2 *Mustang Director Options*

On 17 July 2019, the Company and the Directors (excluding Jacqueline Yee) entered into the option deeds which granted the Director Options to the Directors, pursuant to which each Director Option entitles the Director to subscribe for one Ordinary Share at a price per Ordinary Share of 10 pence (being the placing price that investors subscribed for Ordinary Shares in conjunction with the IPO). Jacqueline Yee, a former director of the Company, was granted Director Options on 18 May 2020. The Director Options vested on or around 16 December 2020, when the share price of the Ordinary Shares reached 15 pence. The Directors must exercise the Director Options within a five year period from the date of the IPO.

On [●] 2024, the Company and the Directors entered into option deeds which granted the 2024 Director Options to the Directors, pursuant to which each 2024 Director Option entitles the Director to subscribe for one Ordinary Share at a price per Ordinary Share of 5 pence. The Director Options will vest when the share price of the Ordinary Shares is equal to or exceeds 7.5 pence. The Directors must exercise the 2024 Director Options by 24 October 2026.

6.3 *Bushveld Minerals Loan Agreement*

On 25 January 2022, the Company and Bushveld Minerals entered into a loan agreement pursuant to which Bushveld Minerals agreed to originally lend US$220,000 (approximately £176,000) to the Company, interest-free, for general working capital purposes (the "**Loan**"). The Loan commenced on 25 January 2022 and ran to and including 31 December 2023 (the "**Term**").

The Company had to repay any amount outstanding on the Loan to Bushveld Minerals in full on 31 December 2023. The Company also had the option to repay the Loan during the course of the Term by way of a single cash payment or by way of an issue of new ordinary shares in itself to Bushveld Minerals equivalent to the amount of the Loan at an issue price of the greater of (i) 20 pence per share; and (ii) the average volume weighted average price of a share for the consecutive 10 dealing days ending on the dealing day immediately preceding the repayment date, together with warrants for every two new ordinary shares issued.

The agreement was amended and restated on 10 January 2023, pursuant to which the amount of the Loan was increased to US$320,000. An additional tranche amount of US$100,000 was agreed to be made available for drawdown on 13 January 2023 increasing the Loan to US$420,000.

The Company announced on 12 September 2023 and 20 November 2023 that it agreed to repay the Loan in full by the issue 1,273,972 shares to Bushveld Minerals. The Company also announced it would issue Bushveld Minerals with 636,986 warrants over Ordinary Shares in the Company, with an exercise price of 30 pence and an expiry date of 15 November 2024. The agreement was governed by the laws of England and Wales.

6.4 *Druces Engagement Letter 2022*

On 13 April 2022, the Company entered into an engagement letter with Druces LLP ("**Druces**"), it's solictors as to English law, pursuant to which Druces were engaged to act on a proposed reverse takeover transaction involving the attempted VRFB-H acquisition.

Pursuant to this engagement letter, Druces agreed to accept partial settlement of their fees by the issue of 700,000 fully paid Ordinary Shares at 6 pence per share (the "**Druces Fee Shares**"), such Druces Fee Shares to be issued conditional on passing Resolution 5 refered to in paragraph 9 of Part I of this Circular. Druces also agreed to a lock-in of the Druces Fee Shares issued to them, details of the lock-in are set out below.

6.5 *BMN Warrant Instrument*

On 26 February 2024, Mustang executed a warrant instrument constituting warrants (the "**BMN Warrants**") over 636,986 Mustang Shares and granting the BMN Warrants to Bushveld Minerals. The BMN Warrants are exercisable in whole or in part, with an exercise price of 30p and with an exercise period of 12 months until 15 November 2024.

The instrument is governed by the laws of England and Wales.

6.6 *April 2024 Convertible Loan Note Instrument*

On 4 April 2024, the Company executed a convertible loan note instrument pursuant to which Jonas Chow, Matthew Lumb and Penelope Szeto subscribed for notes with an aggregate principal nominal amount of £200,000 (the "**April 2024 CLN**") for a consideration of £133,333.33. The notes were subscribed for in one tranche of (i) nominal amount of £90,000 by Jonas Chow; (ii) one tranche of nominal amount of £56,250 by Matthew Lumb; and (iii) one tranche of nominal amount of £53,750 by Penelope Szeto, all on [4 April] 2024. The notes have a conversion price of 6 pence and are to be redeemed either by Jonas Chow, Matthew Lumb or Penelope Szeto serving a conversion notice in relation to their respective convertible loan notes, or the Company serving a conversion notice to Jonas Chow, Matthew Lumb or Penelope Szeto in relation to their respective convertible loan notes, and such

notice to take effect no later than 31 May 2024. If conversion of the notes would have the effect of potentially triggering the requirement to make a mandatory offer under the Takeover Code, conversion of the notes shall not be permitted without the prior approval of the Panel.

The notes will be converted in full by the Company and 3,333,333 Ordinary Shares will be issued to the noteholders, conditional on passing Resolution 6 refered to in paragraph 9 of Part I of this Circular.

The instrument is governed by English law.

6.7 *Kamran Sattar Convertible Loan Note Instrument*

On 22 November 2023, the Company executed a convertible loan not instrument pursuant to which Kamran Sattar subscribed for a principal amount of £200,000 (the "**Kamran Sattar CLN**"). The notes were subscribed for in one tranche of £200,000 on 22 November 2023. The notes have an interest rate of 10% per annum, a conversion price of 6 pence and are to be redeemed either by Kamran Sattar serving a conversion notice, or the Company serving a conversion notice to take effect no later than 31 May 2024. If conversion of the notes would have the effect of potentially triggering the requirement to make a mandatory offer under the Takeover Code, conversion of the notes shall not be permitted without the prior approval of the Panel.

The notes will be converted in full by the Company and 3,506,849 Ordinary Shares issued conditional on passing Resolution 6 refered to in paragraph 9 of Part I of this Circular.

The instrument is governed by English law.

6.8 *Corporate Adviser Engagement Letter*

On 3 January 2024, the Company and Guild Financial Advisory Limited ("**Guild Financial**") entered into an engagement letter, pursuant to which Guild Financial was appointed as corporate adviser in relation to the Acquisition, specifically with respect to providing advice and services relating to the Rule 9 waiver procedure of the Takeover Code.

The Company agreed to pay Guild Financial fees for the engagement, payable as follows:

- an initial fee of £15,000 plus VAT upon signing the engagement letter;
- a fee of £15,000 plus VAT upon the posting of the scheme document and waiver circular (payable on the earlier posting date if these documents are not posted simultaneously); and
- such further fees as may be agreed, acting reasonably, for any additional work.

The engagement letter is governed by the laws of England and Wales.

6.9 *Finder's Fee Agreement*

On 4 January 2024 the Company entered into a finder's fee letter agreement (the "**Finder's Fee Agreement**") with Mr Richard Corsie MBE (the "**Finder**"), pursuant to which the Company agreed to pay the Finder a fee of £18,000 (the "**Finder's Fee**") for the introduction of the Company to Cykel and the proposal by which the Company will acquire the entire issued and to be issued share capital of Cykel (the "**Proposal**") by way of a scheme of arrangement.

The Finder's Fee was to be satisfied by the issue of 300,000 fully paid Ordinary Shares at 6 pence per share (the "**Finder's Fee Shares**"), conditional upon the following:

- Company shareholder approvals in respect of a Rule 9 waiver under the Takeover Code, the allotment and issue of shares and to disapply pre-emption rights in connection with the Proposal.
- The entering into a lock-in agreement by the Finder for a period of 6 months from the date the Company is readmitted for all of Finder's shares in the Company as at the date of Admission, including the Finder's Fee Shares.
- Successful completion by the Company of the acquisition of Cykel by way of a scheme of arrangement.
- The provision by the Finder of an invoice to the Company in the amount of £18,000.

The letter is governed by the laws of England and Wales.

Richard Corsie, as a result of entering into the Finder's Fee Agreement, is deemed to be non-independent, and consequently will not vote at the General Meeting on Resolutions 3 and 7.

6.10 *Lock-in Agreements*

The Directors, Acacia Resources Limited, Bushveld Minerals, Druces LLP and Richard Corsie (with respect to his 750,000 Ordinary Shares) entered into lock-in agreements with Mustang dated [●] 2024 pursuant to which they each undertook to Mustang that, subject to Admission, they shall not, except in certain specified circumstances, sell, transfer, mortgage, charge, assign, grant any option over or otherwise dispose of the legal, beneficial or any other interest in any Ordinary Shares held by them or their respective associates prior to the six month period commencing on the date of Admission. The lock-in agreements are governed by the laws of England and Wales.

Nicholas Lyth, Toro Consulting Ltd, First Sentinel, Brian Stockbridge, Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc and Crowdform Ltd have entered into lock-in agreements with the Company dated [●] 2024 pursuant to which they each undertook to the Company that, subject to Readmission, they shall not, except in certain specified circumstances, sell, transfer, mortgage, charge, assign, grant any option over or otherwise dispose of the legal, beneficial or any other interest in any Ordinary Shares held by them or their representatives prior to the three month period commencing on the date of Admission.

The lock-in agreements are governed by the laws of England and Wales.

6.11 *Material Contracts Related to the Concert Party*

6.11 (a) *First Sentinel Engagement Letter 2023*

On 9 January 2023, the Company entered into an engagement letter with First Sentinel Corporate Finance Limited ("**First Sentinel**"), pursuant to which First Sentinel were engaged as corporate adviser to provide advice and services relating to a Rule 9 waiver procedure of the Takeover Code involving the attempted VRFB-H acquisition.

Pursuant to this engagement letter, First Sentinel agreed to accept partial settlement of their fees by the issue of 400,000 Ordinary Shares at 6 pence per share (the "**First Sentinel Fee Shares**"), such First Sentinel Fee Shares to be issued conditional on passing Resolution [5] refered to in paragraph [9] of Part I of this Circular. First Sentinel also agreed to a lock-in of the First Sentinel Fee Shares issued to them, details of the lock-in are set out above.

6.11 (b) *Cykel Exchange Warrant Instrument*

On [●], the Company executed a warrant instrument constituting the Cykel Exchange Warrants, pursuant to which the Cykel Warrant holders exchanged, conditional on Admission, their 59,385,170 warrants in Cykel issued pursuant to the Cykel warrant instrument (executed by Cykel on 18 September 2023) for 141,044,698 warrants in the Company. 102,927,582 Cykel Exchange Warrants are exercisable in whole or in part, with an exercise price of 1p, on or before 24 October 2026 and 38,117,116 Cykel Exchange Warrants are exercisable in whole or in part, with an exercise price of 3p, on or before 24 October 2028.

In determining the offer to the Cykel Warrant holders, the Boards of Mustang and Cykel have agreed, taking into account the current exercise price of the Cykel Warrants ranges from 1p to 3p, to increase the number of warrants to be issued to the Cykel Warrant holders rather than to reduce the exercise price of the Cykel Exchange Warrants to a fractional level and, since the Ordinary Shares of Mustang have been suspended since 27 April 2021, to also use the volatility of the Cykel ordinary shares, as this represents the best guide for future volatility of the issued share capital in the Combined Group.

On full exercise of the Cykel Exchange Warrants, 141,044,698 new Ordinary Shares will be issued representing 25.86% of the enlarged issued share capital of the Combined Group, assuming no other warrants or options are exercised. Based on these factors, and the fact that the opening price per share on Admission is expected to be 4.9 pence, increasing the number of Warrants to the current Cykel Warrant holders ensures the most consistent transition in value terms based on expected levels of profit per warrant.

The instrument is governed by the laws of England and Wales.

7. Middle market quotations

The middle market quotations for the Existing Ordinary Shares of the Company, as derived from the Appendix to the Daily Official List of the London Stock Exchange, on the first business day of each of the six months immediately preceding the date of this Circular and on 23 May 2024 (being the Latest Practicable Date) were:

Date	***Price per Ordinary Share (in pence)***
1 December 2023	30.6†
2 January 2024	30.6†
1 February 2024	30.6†
1 March 2024	30.6†
2 April 2024	30.6†
1 May 2024	30.6†
23 May 2024	30.6†

† Suspended

8. General

8.1 There are no current ratings or outlooks publicly accorded to the Company or any member of the Concert Party by rating agencies.

8.2 Where information contained in this Circular has been sourced from a third party, the Company and the Directors confirm that such information has been accurately reproduced and, so far as they are aware and have been able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

8.3 The accounting reference date of the Company is currently 31 December.

8.4 No member of the Concert Party has entered into, or has had discussions to enter into, any form of incentivisation arrangements with any members of the Company's management who are interested in Ordinary Shares.

9. Financial Information and Current Trading

In 2023 Mustang has focused on the compilation of a prospectus to facilitate Admission. The total comprehensive loss for the 6 month period to 30 June 2023 was £1,519,394 which comprised administrative costs of £292,756, interest payable on the loan notes of £352,864, adjustment of fair value of the invstments of £927,172 offset by a foreign exchange gain of £53,398.

The statement of financial position shows a movement in net liabilities to £2,478,294 from an opening net liability position on 1 January 2023 of £958,900. To account for the movement in the US$/£ and assessed fair value of the investment during the 6 month period there was a decline in the investments balance to £5,767,701 (31 December 2022: £7,056,976) and the corresponding increase in borrowings to £9,272,254 (31 December 2022: £7,751,742).

Since the unaudited interim financial statements of Mustang for the six-month period ended 30 June 2023 the Company raised £200,000 on 22 November 2023 through the Kamran Sattar CLN and on 4 April 2024 the Company raised an additional £133,333 through the April 2024 CLN. The maturity date of the Convertible Loan Notes is 31 May 2024 or such later date as may be agreed between the Company and the holders of the respective CLNs (the "Maturity Date").

The following documents are incorporated by reference and are available on the Company's website www.mustangplc.com,

- The audited accounts for Mustang for the financial year ended 31 December 2020 contained in Mustang's annual report for the financial year ended 31 December 2020,
- The audited accounts for Mustang for the financial year ended 31 December 2021 contained in Mustang's annual report for the financial year ended 31 December 2021,
- The audited accounts for Mustang for the financial year ended 31 December 2022 contained in Mustang's annual report for the financial year ended 31 December 2022,
- The unaudited interim financial statements of Mustang for the six month period ended 30 June 2023 contained in Mustang's interim report for the six month period ended 30 June 2023, published on 19 January 2024,
- The audited accounts for Mustang for the financial year ended 31 December 2023 contained in Mustang's annual report for the financial year ended 31 December 2023.

The above documents are available, free of charge, in "read-only" format and can be printed from the web addresses detailed above.

Shareholders or other recipients of this Circular may request a hard copy of the above information incorporated by reference from Mustang at its registered office, such copy will be provided to the requester within seven days of receipt of the request. A hard copy of the information incorporated by reference will not be set to Shareholders or other recipients of this Circular unless requested.

10. Significant Change

Save for the amounts raised through the Kamran Sattar CLN and the April 2024 CLN, and the expenses in relation to the Acquisition and Admission amounting to £[201,350] (excluding VAT). there has been no significant change in financial position or performance of the Company since 30 June 2023, being the date of the end of the last financial period for which interim financial information has been published.

11. Persons acting in concert with the Company

For the purposes of the Takeover Code, the Directors and the Company's financial adviser, Guild Financial, are presumed to be acting in concert with the Company under the Takeover Code.

12. Consent

12.1 Guild Financial has given and not withdrawn its written consent to the issue of this Circular with the inclusion of references to its name in the form and context in which they appear.

13. Documents available for inspection

13.1 Copies of the following documents will be published in electronic form and will be available on the Company's website at www.mustangplc.com and will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Company, for the period from the date of this Circular to Admission:

(a) the Articles;

(b) a draft of the proposed new articles of association of the Company;

(c) the financial information of the Company referred to in paragraph 9 of this Part II;

(d) the material contracts referred to in paragraph 6 of this Part II;

(e) irrevocable undertakings from Cykel Directors and certain Cykel Shareholders referred to in paragraph 4.6 of this Part II;

(f) the consent letter from Guild Financial referred to in paragraph 12 of this Part II;

(g) the Scheme Document;

(h) the Prospectus; and

(i) this Circular.

13.2 A person who has received this Circular may request a copy of any documents or information incorporated by reference into this Circular. A copy of any such documents or information incorporated

by reference into this Circular will not be provided unless requested from the Company Secretary at 48 Chancery Lane, c/o Keystone Law, 48 Chancery Lane, London WC2A 1JF.

13.3 Save as set out above in this Circular, neither the contents of the Company's website, nor the contents of any website accessible from hyperlinks on the Company's website, is incorporated into, or forms part of, this Circular.

24 May 2024

PART III

DEFINITIONS

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

"2024 Director Options"	options granted to the Directors on ● 2024, over 7,425,000 Ordinary Shares exercisable at a price per Ordinary Share of 5 pence. These options will vest when the share price of the Ordinary Shares is equal to or exceeds 7.5 pence and will lapse on 24 October 2026. These options are in lieu of cash payments which are due to the Directors and in aggregate amount to £211,500 over a 16-month period from 1 January 2023.
"April 2024 CLN"	the convertible loan executed by the Company pursuant to which Jonas Chow, Matthew Lumb and Penelope Szetosubscribed for notes with an aggregate principle amount of £200,000 for a consideration of £133,333.33, further details of which are set out in paragraph 6.6 of Part II of this Circular.
"**Acquisition**"	the acquisition by the Company of the entire issued share capital of Cykel by way of a scheme of arrangement.
"**Admission**"	the admission of the Enlarged Share Capital to listing on the standard listing segment of the Official List and to trading on the Main Market.
"**Articles**"	the articles of association of the Company.
"**Board**" or "**Directors**"	the directors of the Company as at the date of this Circular, whose names are set out at page 16 of this Circular.
"Bushveld Minerals"	Bushveld Minerals Limited.
"BMN Warrants"	the warrants issued to Bushveld Minerals referred to in paragraph 6.5 of Part II of this Circular.
"**Business Days**"	a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in London, England.
"**CA 2006**"	the Companies Act 2006.
"**certificated**" or "**in certificated form**"	an Ordinary Share which is not in uncertificated form.
"**Circular**"	this Circular.
"**Combined Group**"	the Company and its subsidiary, Cykel, following completion of the Acquisition.
"**Company**" or "**Mustang** "	Mustang Energy PLC, incorporated in England and Wales with company number 11155663.
"**Concert Party**"	Toro Consulting Ltd, Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc, Nicholas Lyth, First Sentinel Corporate Finance Limited, Brian Stockbridge, Alpha Capital Group Ltd, AB Trading and Investments Ltd, B Roberts Equity Trading Ltd, Daniel Pellard, Robert Mayfield, Jonathan Hives and Clear Capital Markets Ltd.
"Consideration Shares"	the 392,105,381 new Ordinary Shares to be issued by the Company to the Cykel Shareholders.

"Convertible Loan Notes"	Means the Kamran Sattar CLN and the April 2024 CLN.
"**Court**"	the High Court of Justice in England and Wales.
"**CREST**"	the relevant system (as defined in the CREST Regulations) for the paperless settlement of share transfers and the holding of shares in uncertificated form.
"**CREST Regulations**"	The Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time.
"Cykel"	Cykel AI PLC, a company incorporated in England with company number 15088392.
"Cykel Directors"	The directors of Cykel.
"Cykel Exchange Warrants"	the 59,385,170 warrants over ordinary shares in the Company granted pursuant to the warrant instrument executed by the Company, pursuant to which the holders of the Cykel Warrants exchanged, conditional on Admission, their Cykel Warrants for 141,044,698 warrants in the Company.
"**Cykel Shareholders**"	the holders of Cykel Shares.
"**Cykel Shares**"	the existing fully paid ordinary shares of 0.1 pence each in the capital of Cykel.
"**Cykel Warrants"**	the 59,385,170 warrants over Ordinary Shares of Cykel granted pursuant to the warrant instrument executed by Cykel on 18 September 2023.
"**Director Options**"	the options granted by the Company to the Directors, further details of which are set out in paragraph 6.2 of Part II of this Circular.
"**Disclosure Guidance and Transparency Rules**" or "**DTR**"	the Disclosure Guidance and Transparency Rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time.
"**Druces Fee Shares**"	the 700,000 Ordinary Shares to be issued as settlement for fees pursuant to the engagement letter with Druces LLP, further details of which are set out in paragraph 6.3 of Part II.
"**Enlarged Share Capital**"	the issued ordinary share capital of the Company upon Admission.
"**Existing Ordinary Shares**"	the 12,161,966 Ordinary Shares in issue at the date of this Circular.
"**FCA**"	the UK Financial Conduct Authority.
"Fee Shares"	the Druces Fee Shares, the Finder's Fee Shares and the First Sentinel Fee Shares.
"**Finder's Fee Shares**"	the 300,000 Ordinary Shares issued as settlement for a fee pursuant to the Finder's Fee Agreement, further details of which are set out in paragraph 6.8 of Part II.
"First Sentinel"	First Sentinel Corporate Finance Limited.
"**First Sentinel Fee Shares**"	the 400,000 Ordinary Shares issued as settlement for fees pursuant to the engagement letter with First Sentinel Corporate Finance Limited. I.
"**FSMA**"	the Financial Services and Markets Act 2000, as amended from time to time.

"**General Meeting**"	the general meeting of the Company to be held at the offices of [●] at 11 a.m. on20 June 2024, notice of which is set out at the end of this Circular.
"**Independent Shareholders**"	shareholders of the Company other than Richard Corsie in relation to the Acquisition and Rule 9 waiver.
"Kamran Sattar CLN"	the convertible loan executed by the Company pursuant to which Mr. Sattar subscribed for a principle amount of £200,000, further details of which are set out in paragraph 6.7 of Part II of this Circular.
"**Latest Practicable Date**"	23 May 2024 (being the last practicable date prior to the publication of this Circular).
"**Listing Rules**"	the listing rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time.
"**London Stock Exchange**" or "**LSE**"	London Stock Exchange plc.
"**Main Market**"	the LSE's main market for listed securities.
"Mustang Directors"	the directors of the Company prior to Admission.
"Mustang Shareholders"	the shareholders of the Company from time to time.
"**New Shares**"	together, the Consideration Shares, the Fee Shares and the new Ordinary Shares to be issued by way of the exercising of the Convertible Loan Notes..
"**Non-Executive Directors**"	Alan Broome, Peter Wale and Simon Holden.
"**Notice**"	the notice of General Meeting which is set out at the end of this Circular.
"**Official List**"	the Official List of the FCA.
"**Ordinary Shares**"	fully paid ordinary shares of £0.01 each in the capital of the Company; and "**Ordinary Share**" shall mean any one of them.
"**Proposals**"	the proposals to be considered by Shareholders in this Circular, including the Acquisition, the Rule 9 Waiver, the Resolutions and the application for Admission.
"**Proposed Directors**"	the directors of Cykel as at the date of this Circular, who are to be appointed as directors of the Company upon completion of the Acquisition and whose names are set out at page 4 of this Circular.
"**Prospectus**"	the prospectus relating to the Acquisition, the issue of the New Shares and Admission, as required by the FSMA and the Prospectus Regulation Rules, published by the Company on the date of this Circular.
"**Prospectus Regulation Rules**"	the Prospectus Regulation Rules of the FCA made pursuant to Part VII of FSMA, as amended from time to time.
"**Resolutions**"	the resolutions set out in the Notice which are to be proposed at the General Meeting for the purpose of giving effect to the Proposals; and "**Resolution**" means any one of them.
"**Rule 9**"	Rule 9 of the Code.
"**Rule 9 Waiver**"	the resolution numbered 7 set out in the Notice of the General Meeting.

"**Scheme**"	the proposed scheme of arrangement under Part 26 of the Companies Act between Cykel and the Cykel Shareholders to implement the Acquisition, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Cykel and the Company;
"**Scheme Document**"	the document to be dispatched to Cykel Shareholders and persons with information rights setting out, among other things, the details of the Acquisition and the full terms and conditions of the Scheme.
"**Shareholder**"	holders of Ordinary Shares.
"**Standard Listing**"	a standard listing in accordance with Chapter 14 of the Listing Rules.
"**Takeover Code**" or "**Code**"	the UK City Code on Takeovers and Mergers, as amended from time to time.
"**Takeover Panel**" or "**Panel**"	the UK Panel on Takeovers and Mergers.
"**Transaction**"	the Acquisition and Admission (including the allotment and issue of the Consideration Shares, the Fee Shares and the other new Ordinary Shares on exercise of the Convertible Loan Notes, the BMN Warrants and the Cykel Exchange Warrants).
"**UK**" or "**United Kingdom**"	the United Kingdom of Great Britain and Northern Ireland.
"Voting Share Capital"	the ordinary share capital of the Company from time to time.
"**Waiver Proposal**"	the proposals described in paragraph 6 of Part I of this Circular that Independent Shareholders approve, on a poll, the Panel's agreement to waive any obligation on the Concert Party to make a general offer to Shareholders pursuant to Rule 9 that would otherwise arise as a result of the issue of the Consideration Shares and the First Sentinel Fee Shares on Admission and, following the exercise of the Cykel Exchange Warrants.
" **Warrants**"	The warrants over Ordinary Shares in Mustang
"**£**"	pounds sterling, the lawful currency of the UK.
"**$**"	US dollars, the lawful currency of the US.

MUSTANG ENERGY PLC

(*Incorporated in England and Wales with company number 11155663*)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of the Company will be held at [●] on 20 June 2024 at 11 a.m. (or any adjournment thereof) for the purpose of considering and, if thought fit, passing the Resolutions, the first [7] of which will be proposed as ordinary resolutions (with Resolution 7 being taken on a poll of the Independent Shareholders) and Resolutions 8 to 12 which will be proposed as special resolutions:

Unless otherwise expressly stated, all defined terms referred to below shall have the same meanings as given in the document dated [●] 2024 in which the Notice convening this General Meeting is included.

ORDINARY RESOLUTIONS

1. To receive the reports of the directors and the auditors of the Company and the audited accounts for the financial year ended 31 December 2022.

2. To reappoint PKF Littlejohn LLP as auditors of the Company to hold office until the conclusion of the next general meeting of the Company at which the accounts for the year ended 31 December 2023 are laid and to authorise the Directors to determine the remuneration of the auditors.

3. THAT, subject to the passing of Resolutions 4 to 11 contained in this Notice, the proposed Acquisition be and is hereby approved on or substantially on the terms and subject to the conditions of the Scheme Document; and it is hereby resolved that the Directors be and they are hereby authorised to do all things that are in the opinion of the Directors (or a duly authorised committee of them) necessary, expedient or appropriate to give effect to and complete the Acquisition with such modifications, amendments, variations or waivers as they (or any such committee) consider to be necessary, expedient or appropriate.

4. THAT, subject to the passing of Resolutions 3 and 5 to 11 contained in this Notice, in accordance with section 551 of the CA 2006, the directors be generally and unconditionally authorised to allot and issue equity securities (as defined by section 560 of the CA 2006) up to an aggregate nominal amount of £3,921,054 comprising the Shares to be issued in connection with the Acquisition, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date of the next annual general meeting of the Company save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.

5. THAT, subject to the passing of Resolutions 3 to 4 and 6 to 11 contained in this Notice, in accordance with section 551 of the CA 2006, the directors be generally and unconditionally authorised to allot and issue equity securities (as defined by section 560 of the CA 2006) up to an aggregate nominal amount of £14,000 comprising the Fee Shares to be issued in connection with the Acquisition, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date of the next annual general meeting of the Company save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.

6. THAT, subject to the passing of each of Resolutions 3 to 5 and 7 to 11 contained in this Notice, in accordance with section 551 of the CA 2006, the directors be generally and unconditionally authorised to allot and issue equity securities (as defined by section 560 of the CA 2006) up to an aggregate nominal amount of £1,559,468 as follows:

6.1 £35,068 pursuant to the Karman Sattar CLN;

6.2 £33,333 pursuant to the April 2024 CLN;

6.3 £6,370 assuming the full exercise of the BMN Warrants;

6.4 £74,250 assuming full exercise of the Directors Options. and

6.5 £1,410,447 assuming the full exercise of the Cykel Exchange Warrants;

provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date of the next annual general meeting of the Company save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution has expired.

This Resolution revokes and replaces all unexercised authorities previously granted to the directors to allot relevant securities but without prejudice to any allotment of shares or grant of rights already made, offered or agreed to be made pursuant to such authorities.

7. THAT, subject to the passing of Resolutions 3 to 6 and 8 to 11 contained in this Notice, the waiver granted by the Panel on Takeovers and Mergers of the obligation that would otherwise arise on Toro Consulting Ltd, Fidelio Partners Pte Ltd, California Two Pizza Ventures Inc, Nicholas Lyth, First Sentinel Corporate Finance Limited, Brian Stockbridge, Alpha Capital Group Ltd, AB Trading and Investments Ltd, B Roberts Equity Trading Ltd, Daniel Pellard, Robert Mayfield, Jonathan Hives and Clear Capital Markets Ltd , collectively (the **Concert Party**) to make an offer to the shareholders of the Company pursuant to Rule 9 of the Takeover Code, as a result of the issue to the Concert Party of the Consideration Shares and the First Sentinel Fee Shares and following the exercise of the Concert Party's Cykel Exchange Warrants.

To comply with the Code, this Resolution 7 will be taken on a poll to be passed by more than 50 per cent. of votes cast by the Independent Shareholders present and voting at the General Meeting in person or by proxy.

SPECIAL RESOLUTIONS

8. THAT, subject to the passing of Resolutions 3 to 7 and 9 to 11 contained in this Notice, the Directors of the Company be and are hereby empowered, pursuant to section 570 of the CA 2006, to allot equity securities (as defined in section 560 of the Act) wholly for cash pursuant to the authority conferred upon them by Resolution 4 above (as varied, renewed or revoked from time to time by the Company at a general meeting) as if section 561(1) of the CA 2006 did not apply to any such allotment provided that such power shall be limited to the allotment of the New Shares [up to an aggregate nominal amount of £[●]].

The authority granted by this Resolution will expire on the conclusion of the Company's next annual general meeting (unless renewed, varied or revoked by the Company prior to or on such date) save that the Company may, before such expiry make offers or agreements which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this Resolution has expired.

9. THAT, subject to the passing of each Resolutions 3 to 8, 10 and 11 contained in this Notice, the Directors of the Company be and are hereby empowered, pursuant to section 570 of the CA 2006, to allot equity securities (as defined in section 560 of the Act) wholly for cash pursuant to the authority conferred upon them by Resolution 5 above (as varied, renewed or revoked from time to time by the Company at a general meeting) as if section 561(1) of the CA 2006 did not apply to any such allotment provided that such power shall be limited to the allotment of the Fee Shares [up to an aggregate nominal amount of £[●]].

The authority granted by this Resolution will expire on the conclusion of the Company's next annual general meeting (unless renewed, varied or revoked by the Company prior to or on such date) save that the Company may, before such expiry make offers or agreements which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in

pursuance of any such offer or agreement notwithstanding that the power conferred by this Resolution has expired.

10. THAT, subject to the passing of Resolutions 3 to 9 and 11 contained in this Notice, the Directors of the Company be and are hereby empowered, pursuant to section 570 of the CA 2006, to allot equity securities (as defined in section 560 of the Act) wholly for cash pursuant to the authority conferred upon them by Resolution 6 above (as varied, renewed or revoked from time to time by the Company at a general meeting) as if section 561(1) of the CA 2006 did not apply to any such allotment provided that such power shall be limited to the allotment of the new Ordinary Shares up to an aggregate nominal amount of £[●].

    The authority granted by this Resolution will expire on the conclusion of the Company's next annual general meeting (unless renewed, varied or revoked by the Company prior to or on such date) save that the Company may, before such expiry make offers or agreements which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this Resolution has expired.

    This Resolution revokes and replaces all unexercised powers previously granted to the Directors to allot equity securities as if section 561(1) of the CA 2006 did not apply but without prejudice to any allotment of equity securities already made or agreed to be made pursuant to such authorities.

11. THAT the regulations contained in the document produced to the meeting are adopted as the Company's new articles of association in substitution for, and to the exclusion of, the Company's existing articles of association.

12. THAT a general meeting other than an annual general meeting may be called on not less than 14 clear days' notice.

[●] April 2024

By order of the Board:

Registered office:
48 Chancery Lane
London
WC2A 1JF

Simon Holden
Company Secretary

Explanatory notes to the Notice of General Meeting

Entitlement to attend and vote

1. Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001 (as amended) and section 360B(2) of the Companies Act 2006, only those shareholders registered in the register of members of the Company at 11 a.m. on 20 June 2024 (or, in the event of any adjournment, 48 hours (excluding any part of a day that is not a working day) prior to the adjourned meeting) shall be entitled to vote at the General Meeting ("**GM**"). Changes to the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the GM.

Appointment of proxies

2. If you are a member who is entitled to vote at the GM, you are entitled to appoint a proxy to exercise all or any of your rights to vote on your behalf at the GM. A Form of Proxy, which may be used to make such appointment and to give proxy instructions, is enclosed. Should you require any additional copies, these can be obtained from the Company's registrars Share Registrars Limited (in accordance with the details provided at note 6 below) or, alternatively, is available for download from the Company's website at www.mustangplc.com.

3. A proxy does not need to be a member of the Company. You may appoint more than one proxy in relation to the GM provided that each proxy is appointed to exercise the rights attached to a different share or shares held by you. To appoint more than one proxy, (an) additional form(s) of proxy may be obtained from the Company's Registrars.

4. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy, please indicate on your proxy submission how many shares it relates to.

5. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the Resolution. If no voting indication is given, your proxy will vote or abstain from voting at their discretion. Your proxy will vote (or abstain from voting) as they think fit in relation to any other matter which is put before the meeting.

Appointment of proxies by post

6. A hard copy Form of Proxy is enclosed with this Circular. However, should you require an additional Form of Proxy, you can request one directly from the Registrars. Share Registrars' general helpline is +44 (0)1252 821390. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the UK will be charged at the applicable international rate. Lines are open 9:00 a.m. to 5:30 p.m., Monday to Friday, excluding public holidays in England and Wales. Alternatively, you can request a hard copy via email at enquiries@shareregistrars.uk.com or via post at Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey GU9 7XX. In the case of a member which is a company, the Form of Proxy must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the Form of Proxy is signed (or a duly certified copy of such power or authority) must be included with the Form of Proxy.

Appointment of proxies electronically

7. You may submit your proxy form electronically by emailing a signed copy (in PDF format) of a completed proxy form to voting@shareregistrars.uk.com. To be valid, your proxy appointment and instructions should reach Share Registrars by no later than [●] a.m. on [●] 2024.

Appointment of proxies through CREST

8. 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.

9. 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 (https://my.euroclear.com/eui/en/reference/public/legal-

information/crest-manual.html). 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, to be valid, be transmitted to be received by the Company's agent, Share Registrars (CREST Participation ID 7RA36), by [●] a.m. on [●] 2024. 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 Company'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.

10. 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 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 system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

11. 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 (as amended).

Appointment of proxies by joint holders

12. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).

Changing proxy instructions

13. Shareholders may change proxy instructions by submitting a new proxy appointment using the methods set out above. Please note that the cut-off time for receipt of proxy appointments (see above) also applies in relation to amended instructions. Any amended proxy appointment received after the relevant cut-off time will be disregarded.

14. Where you have appointed a proxy and would like to change the instructions using another hard copy form of proxy, please contact Share Registrars on +44 (0)1252 821390. Calls to this number are charged at the standard rate. Lines are open from 9.00 a.m. to 5.30 p.m. Monday to Friday, excluding public holidays in England and Wales.

15. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

Terminating your proxy appointment

16. Shareholders may terminate a proxy instruction but to do so will need to inform the Company in writing by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to Share Registrars Limited at 3 The Millennium Centre, Crosby Way, Farnham, Surrey GU9 7XX or by sending a scanned copy by email to voting@shareregistrars.uk.com.

17. The revocation notice must be received by Share Registrars no later than [●] a.m. on [●] 2024. If you attempt to revoke your proxy appointment but the revocation is received after the time specified, your original proxy appointment will remain valid unless you attend the GM electronically and vote electronically. Completion of a proxy will not preclude you from attending the GM and voting in person if you so wish.

Corporate representatives

18. Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided that they do not do so in relation to the same shares.

Total voting rights

19. At 23 May 2024, being the latest practicable date prior to the date of this Circular, the Company's issued share capital consisted of 12,161,966 ordinary shares of £0.01 each, carrying one vote each. Therefore,

the total number of voting rights in the Company at 23 May 2024 was 12,161,966.

20. The results of the voting will be announced through a Regulatory Information Service and will be published on our website www.mustangplc.com as soon as reasonably practicable thereafter.

Electronic address

21. You may not use any electronic address (within the meaning of section 333(4) of the Companies Act 2006) provided in the Notice (or in any related documents) to communicate with the Company for any purposes other than those expressly stated.