

Company No. 00079136

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

Source BioScience Limited

(the Company)

Circulation date: ~~22 November~~ 2022 (the **Circulation Date**)

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (**CA 2006**), the directors of the Company propose that the resolution 1 be passed as an ordinary resolution and that resolution 2 be passed as a special resolution.

ORDINARY RESOLUTION

1. **THAT** it would promote the success of the Company for the benefit of its members as a whole, and be to the further benefit and advantage of the Company to enter into:

- a. the facilities agreement appended to this Written Resolution (the **Facilities Agreement**) to be entered into between (1) SourceBio International Plc (the **Parent**) (2) Source BioScience UK Limited (the **Borrower**) (3) The Subsidiaries, including the Company (together with the Parent, the **Original Guarantors**) and (4) Barclays Bank Plc (the **Arranger**, the **Original Lender**, the **Agent** and the **Security Agent**);
- b. the security agreement to be entered into between, amongst others, the Original Guarantors and the Security Agent granting security over the assets of the Original Guarantors (the **Security Agreement**);
- c. the intercreditor agreement to be entered into between, amongst others, the Agent, the Original Lender, the Arranger, the Security Agent, Harwood Private Equity V LP, the Parent, the Borrower and the Original Guarantors (the **Intercreditor Agreement**);

(documents (a) to (c) together, the **Documents** and each a **Document**),

- d. any ancillary or related documents, acts, deeds, requests, certificates, notices or other documents to be entered into in connection with the Documents (the **Ancillary Documents**).

and the transactions contemplated by the Documents and related documents, notices and communications to which the Company is a party, be and are hereby approved (copies of the Documents having been supplied to members of the Company prior to the signing of this Written Resolution), subject to such changes as the Company's directors, in their absolute discretion think fit (such opinion being evidenced by the execution of the Document).

2. **THAT** the terms of, the transactions contemplated by, and the execution, delivery and performance of the Documents and any Ancillary Documents are hereby approved.
3. **THAT** any director of the Company be authorised to cause the execution and delivery (including by way of electronic signature) of the Documents and any Ancillary Documents with such amendments as they may approve at their discretion.
4. **THAT** the directors of the Company are instructed to take any action in connection with the negotiation, execution, delivery and performance of the Documents and any Ancillary Documents as they shall deem necessary or appropriate and any action taken by any director of the Company in connection with the actions contemplated by the foregoing resolutions prior to the execution hereof be and hereby ratified, confirmed and approved in their entirety.
5. **THAT** any acts done or documents executed pursuant to any of the foregoing resolutions shall be valid, effective and binding upon the Company, notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's articles of association (any such limitation being hereby suspended, waived, relaxed or abrogated to the extent required to give effect to the foregoing resolutions).

SPECIAL RESOLUTION

6. **THAT** a new article shall be inserted into the Company's articles of association as follows:

"16 Notwithstanding anything contained in these Articles:

(A)

- (1) any pre-emption rights conferred on existing members by these Articles or otherwise shall not apply to, and
- (2) the directors of the Company shall not decline to register, nor suspend registration of, any transfer of shares where such transfer is:
 - (a) in favour of any bank or institution (or any nominee or nominees of such bank or institution) to whom such shares are being transferred by way of security; or
 - (b) duly executed by any such bank or institution (or any such nominee or nominees) to whom such shares shall (including any further shares in the Company acquired by reason of its holding of such shares) have been transferred as aforesaid, pursuant to the power of sale under such security; or

- (c) duly executed by a receiver or manager appointed by or on behalf of such bank or institution pursuant to any security document which creates any security interest over such shares;
 - (B) a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts; and
 - (C) any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article."
7. **THAT** the amendment to the Company's articles of association as set out above, in the form of the annexed draft attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

Please read the notes at the end of this document before signifying your agreement to the resolution set out in it (**Resolution**).

We, the undersigned, being the members entitled to vote on the above resolution, irrevocable agree to such resolution.



Signature:

Date: 22 NOVEMBER 2022 LAZ

For and on behalf of SourceBio International PLC

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version, either by hand, post or email to Tony Ratcliffe at tony.ratcliffe@sourcebioscience.com or 1 Orchard Place, Nottingham Business Park, Nottingham, NG8 6PX.

You may not return the Resolution to the Company by any other method.

If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

3. Unless by 28 days after the Circulation Date, sufficient agreement is received for the Resolution to pass, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the expiry of this period.