

Registered Number: 05071764

**SECRET GROUP LIMITED**  
**(the “Company”)**

PRIVATE COMPANY LIMITED BY SHARES

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**SHAREHOLDERS’ WRITTEN RESOLUTIONS**  
**CIRCULATED ON 22 September 2022**  
**PURSUANT TO CHAPTER 2**  
**OF PART 13 OF THE COMPANIES ACT 2006**

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions (the “**Resolutions**”) be passed as special resolutions.

**SPECIAL RESOLUTIONS**

- (1) **THAT** article 2 of the articles of association of the Company (the “**Articles**”) be amended to add the following new definitions:

*“**C Preference Amount**” means with respect to any C Preferred Share, the amount paid up, or credited as paid up, on any such C Preferred Share, including any premium, as adjusted in accordance with Article 5.2 to reflect any Bonus Issue or Reorganisations;”*

*“**C Preferred Shares**” means the C preferred ordinary shares of £0.001 each in the capital of the Company;”*

- (2) **THAT** the following definitions in article 2 of the Articles be amended as follows (additions being shown in italics and underlined and removals struck through):

*“**Equity Shares**” means the Shares other than (a) the E Ordinary Shares, (b) the Deferred Shares, and (c) the LTIP Shares and (d) for the purposes of Article 5 only, the C Preferred Shares;”*

*“**Preferred Shares**” means the A Preferred Shares and the B Preferred Shares but for the avoidance of doubt does not include the C Preferred Shares;”*

*“**Proceeds of Sale**” means the consideration payable (including any deferred and contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale and in respect of any consideration payable otherwise than in cash, shall be, unless otherwise agreed by the Shareholders, the amount certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of that consideration;”*

- (3) **THAT** article 4.3 of the Articles be amended to add the wording in italics and underlined as follows:

*“Subject to Article 4.6 (including any prior payment of any Preference Dividend), the holders of Preferred Shares shall be entitled to participate in any distribution of Available Profits which the Company may determine to distribute pari passu with any other class or classes of Share to whom such distribution is made (as if the Preferred Shares and the other relevant class or classes of Share constituted one class of share) pro rata to their respective holdings of such Shares.”*

- (4) **THAT** article 4 of the Articles is amended to add the following new article as article 4.6:

*“The C Preferred Shares shall entitle the holder(s) thereof of the following rights:*

4.6(a) the Company shall, without resolution of the Board or of the Company in general meeting and before application of any profits to reserve or for any other purpose, accrue in respect of each C Preferred Share a fixed cumulative dividend at the annual rate of LIBOR + 10% of the C Preference Amount in each 12-month period commencing on the date such C Preferred Shares are issued (each a “C Preferred Share Dividend Year”), which shall accrue daily (the “Preference Dividend”);

4.6(b) the amount of Preference Dividend that has accrued in accordance with Article 4.6(a) and remains unpaid shall be paid to the person(s) registered as the holder(s) of the C Preferred Shares on the first to occur of:

(i) provided that the Company has sufficient Available Profits, the date that any dividend in respect of any other class of Shares (a “General Dividend”) is declared in accordance with the Articles;

(ii) the date that any distribution of assets on a liquidation or return of capital is made in accordance with Article 5; and

(iii) the date that any distribution of Proceeds of Sale is made in connection with a Share Sale (the “Payment Date”)

in priority to the payment of such General Dividend or distribution of assets or Proceeds of Sale; and

4.6(c) if the Company is unable to pay in full in any given C Preferred Share Dividend Year any Preference Dividend by reason of having insufficient Available Profits, the Company shall, on any subsequent Payment Date, apply the first Available Profits arising thereafter first in or towards paying off all accruals and unpaid amounts of Preference Dividend.”

- (5) **THAT** article 5.1 of the Articles be amended as follows (additions being shown in italics and underlined, and deletions being shown in struck through text, and the numbering in the remainder of the article is amended accordingly):

“On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so):

(a) first in paying to the holders of C Preferred Shares an amount equal to the C Preference Amount for each issued C Preferred Share held together with any accrued but unpaid Preference Dividend pursuant to Article 4.6;;

(b) ~~first~~ secondly (i) if the surplus assets are equal to or exceed £10,200,000, in paying to the holders of Preferred Shares (excluding holders of C Preferred Shares) an amount equal to the Preference Amount for each issued Preferred Share (excluding C Preferred Shares) held and (ii) if the surplus assets are less than £10,200,000, in paying to the holders of each class of Preferred Shares (excluding holders of C Preferred Shares) the surplus assets available in their respective Preference Return Proportions, to be distributed amongst the holders of each class pro rata to their respective holdings of such class of share; and”

- (6) **THAT** article 6.1 of the Articles be amended to add the wording in italics and underlined as follows:

“Unless otherwise agreed by the Shareholders, on a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 and the Directors shall not register any transfer of Shares sold in connection with that Share Sale if the Proceeds of Sale are not so distributed provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:”

- (7) **THAT** article 7.2 of the Articles be amended to add the wording in italics and underlined as follows:

*“The C Preferred Shares*, the Deferred Shares, the E Ordinary Shares (if any), the G Ordinary Shares, the J Ordinary Shares, the L1 Ordinary Shares, the L2 Ordinary Shares, the K1 Ordinary Shares, the K2 Ordinary Shares and the K3 Ordinary Shares shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.”

- (8) **THAT**, subject to the passing of each of the above Resolutions, in accordance with section 551 of the Companies Act 2006, the directors of the Company (or a duly constituted committee of the directors) (the “**Directors**”) be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £7,050 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of circulation of these Resolutions. This authority shall not revoke nor replace any unexercised authorities previously granted to the Directors.

Please read the explanatory notes at the end of this document before signifying your agreement to the Resolutions.

We, the undersigned, were at the time the Resolutions were circulated entitled to vote on the Resolutions and irrevocably agree to the Resolutions.

CMS

Signed  Date 22 September 2022

for and on behalf of **Active Capital Partners II LP**  
acting by its General Partner, Active GP Limited, acting by  
Janice Cargo under power of attorney dated 20 September 2022

Signed ..... Date \_\_\_\_\_ 2022  
by **Michael Graeme Alexander-Wall**

Signed ..... Date \_\_\_\_\_ 2022  
by **Adam Bezark**

Signed ..... Date \_\_\_\_\_ 2022  
by **Nicola Jane Blackford**

Signed ..... Date \_\_\_\_\_ 2022  
by **Kristin Burr**

Signed ..... Date \_\_\_\_\_ 2022  
for and on behalf of **Crowdcube Nominees Limited**

Signed ..... Date \_\_\_\_\_ 2022  
by **Frederick Dupree**

Signed ..... Date \_\_\_\_\_ 2022  
by **Jonathan Ferguy**

Signed ..... Date \_\_\_\_\_ 2022  
by **Neil David Hutchinson**

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Signed .....  
for and on behalf of **Active Capital Partners II LP**

Date \_\_\_\_\_ 2022

Signed .....  
by **Michael Graeme Alexander-Wall**

DocuSigned by:  
*Max Alexander*  
34F3A06F7944B4

Date 22 September 2022

Signed .....  
by **Adam Bezark**

Date \_\_\_\_\_ 2022

Signed .....  
by **Nicola Jane Blackford**

Date \_\_\_\_\_ 2022

Signed .....  
by **Kristin Burr**

Date \_\_\_\_\_ 2022

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Date \_\_\_\_\_ 2022

Signed .....  
by **Jonathan Ferguy**

Date \_\_\_\_\_ 2022

Signed .....  
by **Neil David Hutchinson**

Date \_\_\_\_\_ 2022

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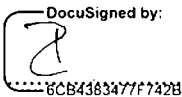
Signed .....  
for and on behalf of **Active Capital Partners II LP**

Date \_\_\_\_\_ 2022

Signed .....  
by **Michael Graeme Alexander-Wall**

Date \_\_\_\_\_ 2022

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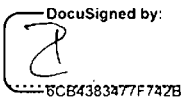
Signed  .....  
by **Adam Bezark**  
acting by Richard Mathews under power of attorney dated  
14 September 2022

Date 22 September 2022

Signed .....  
by **Nicola Jane Blackford**

Date \_\_\_\_\_ 2022

CMS

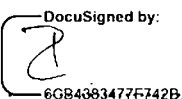
Signed  .....  
by **Kristin Burr**  
acting by Richard Mathews under power of attorney dated  
12 September 2022

Date 22 September 2022

Signed .....  
for and on behalf of **Crowdcube Nominees Limited**

Date \_\_\_\_\_ 2022

CMS

Signed  .....  
by **Frederick Dupree**  
acting by Richard Mathews under power of attorney dated  
12 September 2022

Date 22 September 2022

Signed .....  
by **Jonathan Ferguy**

Date \_\_\_\_\_ 2022

Signed .....  
by **Neil David Hutchinson**

Date \_\_\_\_\_ 2022

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Date \_\_\_\_\_ 2022

Signed .....  
by **Michael Graeme Alexander-Wall**

Date \_\_\_\_\_ 2022

Signed .....  
by **Adam Bezark**

Date \_\_\_\_\_ 2022

Signed .....  
by **Nicola Jane Blackford**

DocuSigned by:  
*Nicola Blackford*  
8EG862FE2F1C406

Date 22 September 2022

Signed .....  
by **Kristin Burr**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Crowdcube Nominees Limited**

Date \_\_\_\_\_ 2022

Signed .....  
by **Frederick Dupree**

Date \_\_\_\_\_ 2022

Signed .....  
by **Jonathan Ferguy**

Date \_\_\_\_\_ 2022

Signed .....  
by **Neil David Hutchinson**

Date \_\_\_\_\_ 2022

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by **Michael Graeme Alexander-Wall**

Date \_\_\_\_\_ 2022

Signed .....  
by **Adam Bezark**

Date \_\_\_\_\_ 2022

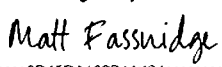
Signed .....  
by **Nicola Jane Blackford**

Date \_\_\_\_\_ 2022

Signed .....  
by **Kristin Burr**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Crowdcube Nominees Limited**

DocuSigned by:  
  
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Date 22 September 2022

Signed .....  
by **Frederick Dupree**

Date \_\_\_\_\_ 2022

Signed .....  
by **Jonathan Ferguy**

Date \_\_\_\_\_ 2022

Signed .....  
by **Neil David Hutchinson**

Date \_\_\_\_\_ 2022



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by **Adam Bezark**

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by **Nicola Jane Blackford**

Date \_\_\_\_\_ 2022

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by **Kristin Burr**

Date \_\_\_\_\_ 2022

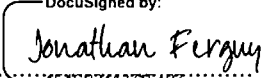
Signed .....  
for and on behalf of **Crowdcube Nominees Limited**

Date \_\_\_\_\_ 2022

Signed .....  
by **Frederick Dupree**

Date \_\_\_\_\_ 2022

Signed .....  
by **Jonathan Ferguy**

DocuSigned by:  
  
1E4CB24A371F4B7

Date 22 September 2022

Signed .....  
by **Neil David Hutchinson**

Date \_\_\_\_\_ 2022

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by **Frederick Dupree**

Date \_\_\_\_\_ 2022


Signed .....  
by **Jonathan Ferguy**

Date \_\_\_\_\_ 2022


Signed .....  
by **Neil David Hutchinson**


Date 22 September 2022


acting by Richard Mathews under power of attorney dated  
16 September 2022

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
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by **Etan Jonathan Ilfeld**  
acting by Richard Mathews under power of attorney dated  
13 September 2022  
Date 22 September 2022


CMS  
Signed  DocuSigned by: .....  
for and on behalf of **Lynton Cinema LLC**  
acting by Richard Mathews under power of attorney dated  
14 September 2022  
Date 22 September 2022


CMS  
Signed  DocuSigned by: .....  
by **Damien Macaulay**  
acting by Richard Mathews under power of attorney dated  
11 September 2022  
Date 22 September 2022

Signed .....  
by **Edward Maltby**  
Date \_\_\_\_\_ 2022

Signed  DocuSigned by: .....  
by **Richard Mathews**  
Date 22 September 2022

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Signed  DocuSigned by: .....  
for and on behalf of **Misland Capital Limited**  
acting by Richard Mathews under power of attorney dated  
14 September 2022  
Date 22 September 2022

CMS  
Signed  DocuSigned by: .....  
by **Eli Muraidekh**  
acting by Richard Mathews under power of attorney dated  
14 September 2022  
Date 22 September 2022

CMS  
Signed  DocuSigned by: .....  
by **Susan Nye**  
acting by Richard Mathews under power of attorney dated  
11 September 2022  
Date 22 September 2022

Signed .....  
by **Ricky Brigante**  
Date \_\_\_\_\_ 2022

Signed .....  
by **Sarah Elger**  
Date \_\_\_\_\_ 2022

Signed .....  
by **Etan Jonathan Ilfeld**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Lynton Cinema LLC**

Date \_\_\_\_\_ 2022

Signed .....  
by **Damien Macaulay**

Date \_\_\_\_\_ 2022

Signed .....  
by **Edward Maltby**

DocuSigned by:  
*Edward Maltby*  
0B86E48760F8468

Date 22 September 2022

Signed .....  
by **Richard Mathews**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Misland Capital Limited**

Date \_\_\_\_\_ 2022

Signed .....  
by **Eli Muraidekh**

Date \_\_\_\_\_ 2022

Signed .....  
by **Susan Nye**

Date \_\_\_\_\_ 2022

Signed .....  
by **Ricky Brigante**

Date \_\_\_\_\_ 2022

Signed .....  
by **Sarah Elger**

Date \_\_\_\_\_ 2022

Signed .....  
by **Etan Jonathan Ilfeld**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Lynton Cinema LLC**

Date \_\_\_\_\_ 2022

Signed .....  
by **Damien Macaulay**

Date \_\_\_\_\_ 2022

Signed .....  
by **Edward Maltby**

Date \_\_\_\_\_ 2022

Signed .....  
by **Richard Mathews**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Misland Capital Limited**

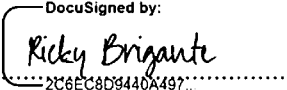
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Signed .....  
by **Eli Muraidekh**

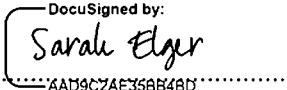
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Signed .....  
by **Susan Nye**

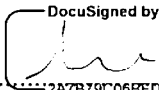
Date \_\_\_\_\_ 2022

Signed  .....  
by **Ricky Brigante**

Date 22 September 2022

Signed  .....  
by **Sarah Elger**

Date 22 September 2022

Signed  .....  
for and on behalf of **The Social Capital Partnership  
II, L.P.**

Date 22 September 2022

Signed .....  
for and on behalf of **Neon One Limited**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **UK FF Nominees Limited**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **WASAT Limited**

Date \_\_\_\_\_ 2022

Signed .....  
by **Zachary Wyatt**

Date \_\_\_\_\_ 2022

Signed .....  
by **Gavin Yates**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **The Social Capital Partnership  
II, L.P.**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Neon One Limited**

DocuSigned by:

*Chris Huey*

F003SD2FB024469

Date 22 September 2022

Signed .....  
for and on behalf of **UK FF Nominees Limited**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **WASAT Limited**

Date \_\_\_\_\_ 2022

Signed .....  
by **Zachary Wyatt**

Date \_\_\_\_\_ 2022

Signed .....  
by **Gavin Yates**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Lynton Cinema LLC**

Date \_\_\_\_\_ 2022

Signed .....  
by **Damien Macaulay**

Date \_\_\_\_\_ 2022

Signed .....  
by **Edward Maltby**

Date \_\_\_\_\_ 2022

Signed .....  
by **Richard Mathews**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Misland Capital Limited**

Date \_\_\_\_\_ 2022

Signed .....  
by **Eli Muraidekh**

Date \_\_\_\_\_ 2022

Signed .....  
by **Susan Nye**

Date \_\_\_\_\_ 2022

Signed .....  
by **Ricky Brigante**

Date \_\_\_\_\_ 2022

Signed .....  
by **Sarah Elger**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **The Social Capital Partnership  
II, L.P.**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **Neon One Limited**

Date \_\_\_\_\_ 2022

Signed  ..... per pro CSC Directors (No.1) Limited  
for and on behalf of **UK FF Nominees Limited**

Date 22 September 2022



Signed .....  
for and on behalf of **The Social Capital Partnership  
II, L.P.**

Date \_\_\_\_\_ 2022

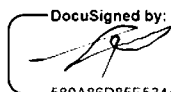
Signed .....  
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Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **UK FF Nominees Limited**

Date \_\_\_\_\_ 2022

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DocuSigned by:  


Date 22 September 2022

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by **Zachary Wyatt**

Date \_\_\_\_\_ 2022

Signed .....  
by **Gavin Yates**

Date \_\_\_\_\_ 2022

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for and on behalf of **Neon One Limited**

Date \_\_\_\_\_ 2022


Signed .....  
for and on behalf of **UK FF Nominees Limited**

Date \_\_\_\_\_ 2022

Signed .....  
for and on behalf of **WASAT Limited**


Date \_\_\_\_\_ 2022

CMS

Signed  .....  
by **Zachary Wyatt**  
acting by Richard Mathews under power of attorney dated  
12 September 2022

Date 22 September 2022

CMS

Signed  .....  
by **Gavin Yates**  
acting by Richard Mathews under power of attorney dated  
13 September 2022

Date 22 September 2022

## EXPLANATORY NOTES FOR SHAREHOLDERS

1. You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of the Resolutions. If you agree to the Resolutions, please signify your agreement by signing this document where indicated above and returning it to the Company by using one of the following methods:

- **BY E-MAIL:** by attaching a scanned copy of the signed document to an e-mail and sending it to [zina.patel@cms-cmno.com](mailto:zina.patel@cms-cmno.com), or your relevant contact at CMS Cameron McKenna Nabarro Olswang LLP.

If you do not agree to the above Resolutions, you do not need to do anything.

2. Once you have signified your agreement to the Resolutions, you may not revoke your agreement.
3. Unless, by the date falling 28 days after the date on which the Resolutions is circulated, sufficient agreement has been received for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that signification of your agreement reaches us before or on this date.
4. Sufficient agreement will have been reached to pass a special resolution if eligible members representing not less than 75% of the total voting rights of eligible members signify their agreement to it.

Registered Number: 05071764

**THE COMPANIES ACTS**  
**SECRET GROUP LIMITED**  
**PRIVATE COMPANY LIMITED BY SHARES**

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**RESOLUTIONS**  
**to which Chapter 3 of Part 3**  
**of the Companies Act 2006 applies**

---

The following resolutions were passed in writing pursuant to Chapter 2 of Part 13 of the Companies Act 2006 as a special resolution on 22 September 2022:

**SPECIAL RESOLUTIONS**

- (1) **THAT** article 2 of the articles of association of the Company (the “**Articles**”) be amended to add the following new definitions:

*“**C Preference Amount**” means with respect to any C Preferred Share, the amount paid up, or credited as paid up, on any such C Preferred Share, including any premium, as adjusted in accordance with Article 5.2 to reflect any Bonus Issue or Reorganisations;”*

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*“**Proceeds of Sale**” means the consideration payable (including any deferred and contingent consideration) whether in cash or otherwise to those Shareholders selling Shares under a Share Sale and in respect of any consideration payable otherwise than in cash, shall be, unless otherwise agreed by the Shareholders, the amount certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of that consideration;”*

- (3) **THAT** article 4.3 of the Articles be amended to add the wording in italics and underlined as follows:

*“Subject to Article 4.6 (including any prior payment of any Preference Dividend), the holders of Preferred Shares shall be entitled to participate in any distribution of Available Profits which the Company may determine to distribute pari passu with any other class or classes of Share to whom such distribution is made (as if the Preferred Shares and the other relevant class or classes of Share constituted one class of share) pro rata to their respective holdings of such Shares.”*

- (4) **THAT** article 4 of the Articles is amended to add the following new article as article 4.6:

*“The C Preferred Shares shall entitle the holder(s) thereof of the following rights:*

*4.6(a) the Company shall, without resolution of the Board or of the Company in general meeting and before application of any profits to reserve or for any other purpose, accrue in respect of each C Preferred Share a fixed cumulative dividend at the annual rate of LIBOR + 10% of the C Preference Amount in each 12-month period commencing on the date such C Preferred Shares are issued (each a “C Preferred Share Dividend Year”), which shall accrue daily (the “Preference Dividend”);*

*4.6(b) the amount of Preference Dividend that has accrued in accordance with Article 4.6(a) and remains unpaid shall be paid to the person(s) registered as the holder(s) of the C Preferred Shares on the first to occur of:*

*(i) provided that the Company has sufficient Available Profits, the date that any dividend in respect of any other class of Shares (a “General Dividend”) is declared in accordance with the Articles;*

*(ii) the date that any distribution of assets on a liquidation or return of capital is made in accordance with Article 5; and*

*(iii) the date that any distribution of Proceeds of Sale is made in connection with a Share Sale*

*(the “Payment Date”)*

*in priority to the payment of such General Dividend or distribution of assets or Proceeds of Sale; and*

*4.6(c) if the Company is unable to pay in full in any given C Preferred Share Dividend Year any Preference Dividend by reason of having insufficient Available Profits, the Company shall, on any subsequent Payment Date, apply the first Available Profits arising thereafter first in or towards paying off all accruals and unpaid amounts of Preference Dividend.”*

- (5) **THAT** article 5.1 of the Articles be amended as follows (additions being shown in italics and underlined, and deletions being shown in struck through text, and the numbering in the remainder of the article is amended accordingly):

“On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities shall be applied (to the extent that the Company is lawfully permitted to do so):

*(a) first in paying to the holders of C Preferred Shares an amount equal to the C Preference Amount for each issued C Preferred Share held together with any accrued but unpaid Preference Dividend pursuant to Article 4.6;;*

*(b) ~~first~~ secondly* (i) if the surplus assets are equal to or exceed £10,200,000, in paying to the holders of Preferred Shares *(excluding holders of C Preferred Shares)* an amount equal to the Preference Amount for each issued Preferred Share *(excluding C Preferred Shares)* held and (ii) if the surplus assets are less than £10,200,000, in paying to the holders of each class of Preferred Shares *(excluding holders of C Preferred Shares)* the surplus assets available in their respective Preference Return Proportions, to be distributed amongst the holders of each class pro rata to their respective holdings of such class of share; and”

- (6) **THAT** article 6.1 of the Articles be amended to add the wording in italics and underlined as follows:

*“Unless otherwise agreed by the Shareholders, on a Share Sale the Proceeds of Sale shall be distributed in the order of priority set out in Article 5 and the Directors shall not register any transfer of Shares sold in connection with that Share Sale if the Proceeds of Sale are not so distributed provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:”*

(7) **THAT** article 7.2 of the Articles be amended to add the wording in italics and underlined as follows:

*“The C Preferred Shares*, the Deferred Shares, the E Ordinary Shares (if any), the G Ordinary Shares, the J Ordinary Shares, the L1 Ordinary Shares, the L2 Ordinary Shares, the K1 Ordinary Shares, the K2 Ordinary Shares and the K3 Ordinary Shares shall not entitle the holders of them to receive notice of, to attend, to speak or to vote at any general meeting of the Company nor to receive or vote on, or otherwise constitute an eligible member for the purposes of, proposed written resolutions of the Company.”

(8) **THAT**, subject to the passing of each of the above Resolutions, in accordance with section 551 of the Companies Act 2006, the directors of the Company (or a duly constituted committee of the directors) (the “**Directors**”) be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £7,050 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of circulation of these Resolutions. This authority shall not revoke nor replace any unexercised authorities previously granted to the Directors.

DocuSigned by:



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Director/Secretary

Date ..22 September.....2022