
Private Company Limited by Shares

Written Resolutions of

DEBONNAIRE V BISMARCK LIMITED - CRN: 09019514 (the Company)

21ST May 2019
"Circulation Date"

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that Resolutions 1 and 4 are passed as special resolutions (**Special Resolutions**) and Resolutions 2 and 3 below are passed as ordinary resolutions (**Ordinary Resolutions**).

SPECIAL RESOLUTION

1. THAT the Company's Articles of Association be amended as follows:

DELETE EXISTING ARTICLE 14 AND REPLACE WITH THE FOLLOWING:

"14.1) The Company must not allot equity securities to a person on any terms unless it has made an offer to the holders of A ordinary shares and B ordinary shares in the Company to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in nominal value held by him of the A ordinary share and B ordinary share capital of the Company and the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.

14.2) The offer made under Article 14.1 may be made in hard copy or electronic form. The offer must state a period of at least 14 days, during which it may be accepted and the offer shall not be withdrawn before the end of that period."

INSERT NEW ARTICLE 15 AND RE-NUMBER THE OTHER ARTICLES ACCORDINGLY:

"15.1) The Company may from time to time issue shares of different classes with different rights and restrictions attached to them. The rights and restrictions of the shares in the Company shall only be altered subject to written approval of 90% or more of the shareholders in the Company. The Company has the following share classes:

- *Ordinary shares of £0.001 each;*
- *A ordinary shares of £0.001 each; and*
- *B ordinary shares of £0.001 each.*

15.2) All the shares in the Company shall rank for one vote per share, except where a holder of B ordinary shares ceases to be an officeholder or employee of the Company, or a company under its control (Cessation of Employment), when those B ordinary shares shall cease to rank for votes on Cessation of Employment.



15.3) The directors in the Company may declare different dividends on each of the share classes of the Company, except where there is a Cessation of Employment of the holder of the B ordinary shares when those B ordinary shares shall cease to rank for dividends on Cessation of Employment. If the board declares different dividends on the share classes, dividends shall be declared on each share class on a pro rata basis save that ordinary shares shall be entitled to receive a minimum of 5% of the total dividends declared in any one financial year.

15.4) All the shares in the Company shall rank *pari passu* on a return of capital except where there has been a Cessation of Employment by a holder of B ordinary shares, where he shall receive the proceeds determined in accordance with the Deemed Transfer Notice in Article 15.7.

15.5) A holder of shares who has acquired those shares through an employees' share scheme within the meaning of section 1166 of the Act (a Scheme) and any other share acquisition deed, option agreement or other plan to which this Article is stated to apply to in such document (together the Plans) approved or adopted by the Company, or any other company of which it has control, and who wishes to sell or transfer any or all of such shares (the Vendor) shall immediately notify the Company in writing (a Transfer Notice) stating the number of shares that he wishes to sell and the price at which they are to be offered (the Offer Price). The Offer Price will be agreed between the Vendor and the Company as the fair price between willing buyer and willing seller, and no account shall be taken of the relationship of the number of shares to be sold to the whole issued share capital. If the Offer Price cannot be agreed between the Vendor and the Company within 30 days of the receipt by the Company of the Transfer Notice, it shall be determined by the auditors of the Company for the time being (or some other independent expert selected by the directors) acting as expert and not as arbitrator and whose determination shall, in the absence of manifest error, be final and binding on the parties. The cost of such determination shall be borne by the Company.

15.6) Upon receiving a Transfer Notice the Company shall use its reasonable endeavours to procure a buyer for the shares at the Offer Price and in first instance shall offer the shares to the trustees of any Scheme. If the Company has been unable to find a buyer or buyers which is (are) acceptable to the Company the Vendor shall not be at liberty to dispose of the shares to any other person or organisation excepting to the Company at a price determined by the Company. In the event that the price offered by the Company for the shares is below the Offer Price the Vendor shall be at liberty to keep the shares until such time as the Company procures a buyer at an Offer Price agreed or determined in the light of the Company's performance and prospects at that time, and the Transfer Notice shall be held to be in abeyance until that time. If the holder of B ordinary shares is a Bad Leaver (as defined in Article 15.8), the Offer Price shall not be more than the price the Vendor paid to acquire the shares and Article 15.7.1 below shall apply. If the holder of the B ordinary shares is a Good Leaver (as defined in Article 15.9) the Offer Price shall be determined in accordance with Article 15.5 on the date they become a Good Leaver, but they will not receive the Offer Price until there is an Exit Event (as defined in Article 15.10) and Article 15.7.2 below shall apply.

15.7) Holders of shares and certain persons (including personal representatives and any person who has acquired A or B ordinary shares pursuant to Article 15.13 but the person from whom the shares were acquired no longer holds any office or employment with the Company (or any company of which the Company has control) shall be deemed to have served a transfer notice (a Deemed Transfer Notice) in respect of some or all of the leaver's shares namely:

15.7.1) a holder of B ordinary shares who is a Bad Leaver, the Deemed Transfer Notice will be issued on Cessation of Employment;

15.7.2) a holder of B ordinary shares who is a Good Leaver, the Deemed Transfer Notice will be issued immediately prior to completion of an Exit Event; or

15.7.3) on the bankruptcy of a holder of either A ordinary shares or B ordinary shares, a Deemed Transfer Notice shall be irrevocable.

15.8) A Bad Leaver is a holder of B ordinary shares who is subject to Cessation of Employment for one of the following reasons:

15.8.1) due to the termination of his employment contract with the Company, or a company under its control, for gross misconduct (which means misconduct or fraud or being convicted of, or entering a plea of no contest to, a serious criminal offence (other than a driving offence carrying only a non-custodial sentence)), other than where he is found by an employment tribunal to have been constructively or unfairly dismissed; or

15.8.2) resignation in circumstances where the Company, or a company under its control, would have been entitled to dismiss him for gross misconduct; or

15.8.3) resignation where, within 12 months of Cessation of Employment with the Company (or a company under its control), he will go to work for a business in direct competition with the Company (or a company under its control), or where it is considered by the board, acting in its absolute discretion, that he will commence employment for or provide services to a business in direct competition with the Company, or a company under its control.

15.9) A Good Leaver is a holder of B ordinary shares who is subject to a Cessation of Employment who is not a Bad Leaver in accordance with Article 15.8.

15.10) An 'Exit Event' is defined as follows:

15.10.1) a sale of 51% or more of the Company's shares; or

15.10.2) a sale of 51% or more of the Company's trade or assets; or

15.10.3) a listing of the Company's shares on a stock exchange; or

15.10.4) the start of any period in a compromise or arrangement sanctioned by the court under section 899 of the Act or a person(s) becoming bound to acquire shares in the Company under 979 to 982 of the Act; or

15.10.5) the Company passing a resolution for a voluntary winding up.

15.11) If a Vendor makes a default in respect of his obligations the Company shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant shares.

15.12) The directors may in their absolute discretion, decline to register any transfer of any shares, whether or not it is a fully paid share. The directors shall notify the transferee of any refusal under this Article and the reasons for refusal within two months of the date on when the transfer was lodged with the Company.

15.13) Notwithstanding the provisions of Articles 15.1-15.12 the directors may in their absolute discretion decide that a holder of shares who has acquired shares through a Scheme/Plan shall be permitted to transfer such shares in whole or in part to their spouse or civil partner or to the trustees of a family trust.

15.14) Articles 15.1 – 15.13 shall cease to apply in relation to any share if shares of the same class are quoted on any public investment exchange.

PURCHASE OF OWN SHARES

16.1) Subject to Article 16.2, the provisions of the Act and to any rights for the time being attached to any shares in the Company, the Company may purchase or enter into a contract under which it will or may purchase any of its own shares that have been acquired under a Scheme or Plan.

16.2) Subject to the provisions of the Act, but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

16.2.1) £15,000; and

16.2.2) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

DRAG ALONG AND TAG ALONG PROVISIONS

17.1) If at any time any shareholder or shareholders (the Drag Along Vendors) wish (and are permitted by these Articles of Association) to transfer shares representing in aggregate not less than 75 per cent. of the shares conferring rights to attend and vote at general meetings of the Company (the 75 Per Cent. Holding) then in issue to any person (the Drag Along Acquiror) then, provided all the conditions in Article 17.2 below are met, the Drag Along Vendors shall have the option (the Drag Along Option) to require the holders of all of the other shares to transfer their shareholdings to the Drag Along Acquiror or as that Drag Along Acquiror directs on the same financial terms and conditions as those accepted by the Drag Along Vendors.

17.2 The conditions mentioned in Article 16.1 above are that:

17.2.1) the Drag Along Acquiror is not an existing shareholder or connected with any existing shareholder within the meaning of section 993 of the Income Tax Act 2007;

17.2.2) the terms of the transfers of shares to the Drag Along Acquiror are at arm's length and financially the same for all shareholders; and

17.2.3) within 14 days of the Drag Along Vendors agreeing to sell their shares, a notice in writing (a Drag Along Notice) is delivered to the Company and to each other shareholder stating the number of shares the Drag Along Vendors intend to transfer to the Drag Along Acquiror and the consideration for the transfer including all the terms and conditions attaching to the transfer.

17.3 A Drag Along Notice once given is irrevocable but both the notice and all the obligations under the notice will lapse after the expiry of six calendar months from issue if the Drag Along Vendors do not complete the transfer of the 75 Per Cent. Holding to the Drag Along Acquiror.

17.4 If at any time any shareholder or shareholders (the Tag Along Vendors) transfer shares representing in aggregate more than 75 per cent. of the shares conferring rights to attend and vote at general meetings of the Company (the 75 Per Cent. Holding) then in issue to any person (the Tag Along Acquiror) then any or all of the remaining shareholders shall have the option (the Tag Along Option) to require the Tag Along Vendors to procure a transfer of the entire shareholding of such remaining shareholder(s) to the Tag Along Acquiror or some other party for a consideration and on terms and conditions not less favourable than those which applied to the transfer by the Tag Along Vendors. If different Tag Along Vendors have accepted different terms, then the Tag Along Option shall relate to the most favourable of those terms.

17.5 A notice of intention from any or all of the remaining shareholders to exercise the Tag Along Option (the Exercise Notice) shall be delivered to the Tag Along Vendors within 14 days of their formal agreement to the transfer of their shares, or of the first date on which such formal agreement becomes known to the person or persons seeking to exercise the Tag Along Option, whichever is the later.

17.6 The Exercise Notice once given is irrevocable but the Exercise Notice will lapse after the expiry of six calendar months from issue if the Tag Along Vendors do not complete the transfer of the 75 per cent. Holding to the Tag Along Acquiror."

ORDINARY RESOLUTIONS

- 2 That each and every issued ordinary share of £1.00 nominal value in the Company be subdivided into 1,000 ordinary shares of £0.001 nominal value in the Company such that after the subdivision the issued share capital of the Company shall comprise 1,000 ordinary shares of £0.001 each.
- 3 The directors are hereby authorised, generally and unconditionally, pursuant to section 551 of the Act, to exercise all powers of the Company to offer or allot; grant rights to subscribe for or to convert any security into shares in the Company; or otherwise deal in or dispose of any shares in the Company to any person, at any time and subject to any terms and conditions as the Directors think proper, provided that this authority shall be limited in order that the authority cannot exceed a maximum amount of £0.24 nominal value for a period expiring five years after the date of this resolution (unless previously revoked, renewed or varied by the Company by ordinary resolution), but the Company may make an offer or agreement which would or might require shares to be allotted after expiry of this authority and the Directors may allot shares in pursuance of that offer or agreement as if such authority had not expired.

SPECIAL RESOLUTION

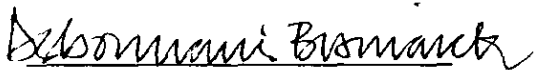
- 4 That the directors be and are hereby, subject to the passing of Resolution 3, in accordance with section 570 of the Companies Act 2006 (the Act), generally empowered to allot equity securities (as defined by section 560 of the Act) pursuant to the authority conferred by Resolution 3, as if section 561(1) of the Act did not apply to any such allotment.

AGREEMENT

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

The undersigned, being persons entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agree to the Special Resolutions and the Ordinary Resolutions:

SIGNED:



Countess Debonnaire Von Bismarck

Dated: 21.V.2019

NOTES

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

- **By Hand:** delivering the signed copy to the Company.
- **Post:** returning the signed copy by post to the Company.
- **Fax:** faxing the signed copy to the Company marked "For the attention of the Company Secretary".

If you do not agree to all of the resolutions, please return the document to the Company unsigned.

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. Unless, within the period of **28 days** commencing on the Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

Private Company Limited by Shares

Written Resolutions of

DEBONNAIRE V BISMARCK LIMITED - CRN: 09019514 (the Company)

21ST May 2019
"Circulation Date"

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that Resolutions 1 and 4 are passed as special resolutions (**Special Resolutions**) and Resolutions 2 and 3 below are passed as ordinary resolutions (**Ordinary Resolutions**).

SPECIAL RESOLUTION

1. THAT the Company's Articles of Association be amended as follows:

DELETE EXISTING ARTICLE 14 AND REPLACE WITH THE FOLLOWING:

"14.1) The Company must not allot equity securities to a person on any terms unless it has made an offer to the holders of A ordinary shares and B ordinary shares in the Company to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in nominal value held by him of the A ordinary share and B ordinary share capital of the Company and the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.

14.2) The offer made under Article 14.1 may be made in hard copy or electronic form. The offer must state a period of at least 14 days, during which it may be accepted and the offer shall not be withdrawn before the end of that period."

INSERT NEW ARTICLE 15 AND RE-NUMBER THE OTHER ARTICLES ACCORDINGLY:

"15.1) The Company may from time to time issue shares of different classes with different rights and restrictions attached to them. The rights and restrictions of the shares in the Company shall only be altered subject to written approval of 90% or more of the shareholders in the Company. The Company has the following share classes:

- *Ordinary shares of £0.001 each;*
- *A ordinary shares of £0.001 each; and*
- *B ordinary shares of £0.001 each.*

15.2) All the shares in the Company shall rank for one vote per share, except where a holder of B ordinary shares ceases to be an officeholder or employee of the Company, or a company under its control (Cessation of Employment), when those B ordinary shares shall cease to rank for votes on Cessation of Employment.

15.3) The directors in the Company may declare different dividends on each of the share classes of the Company, except where there is a Cessation of Employment of the holder of the B ordinary shares when those B ordinary shares shall cease to rank for dividends on Cessation of Employment. If the board declares different dividends on the share classes, dividends shall be declared on each share class on a pro rata basis save that ordinary shares shall be entitled to receive a minimum of 5% of the total dividends declared in any one financial year.

15.4) All the shares in the Company shall rank *pari passu* on a return of capital except where there has been a Cessation of Employment by a holder of B ordinary shares, where he shall receive the proceeds determined in accordance with the Deemed Transfer Notice in Article 15.7.

15.5) A holder of shares who has acquired those shares through an employees' share scheme within the meaning of section 1166 of the Act (a Scheme) and any other share acquisition deed, option agreement or other plan to which this Article is stated to apply to in such document (together the Plans) approved or adopted by the Company, or any other company of which it has control, and who wishes to sell or transfer any or all of such shares (the Vendor) shall immediately notify the Company in writing (a Transfer Notice) stating the number of shares that he wishes to sell and the price at which they are to be offered (the Offer Price). The Offer Price will be agreed between the Vendor and the Company as the fair price between willing buyer and willing seller, and no account shall be taken of the relationship of the number of shares to be sold to the whole issued share capital. If the Offer Price cannot be agreed between the Vendor and the Company within 30 days of the receipt by the Company of the Transfer Notice, it shall be determined by the auditors of the Company for the time being (or some other independent expert selected by the directors) acting as expert and not as arbitrator and whose determination shall, in the absence of manifest error, be final and binding on the parties. The cost of such determination shall be borne by the Company.

15.6) Upon receiving a Transfer Notice the Company shall use its reasonable endeavours to procure a buyer for the shares at the Offer Price and in first instance shall offer the shares to the trustees of any Scheme. If the Company has been unable to find a buyer or buyers which is (are) acceptable to the Company the Vendor shall not be at liberty to dispose of the shares to any other person or organisation excepting to the Company at a price determined by the Company. In the event that the price offered by the Company for the shares is below the Offer Price the Vendor shall be at liberty to keep the shares until such time as the Company procures a buyer at an Offer Price agreed or determined in the light of the Company's performance and prospects at that time, and the Transfer Notice shall be held to be in abeyance until that time. If the holder of B ordinary shares is a Bad Leaver (as defined in Article 15.8), the Offer Price shall not be more than the price the Vendor paid to acquire the shares and Article 15.7.1 below shall apply. If the holder of the B ordinary shares is a Good Leaver (as defined in Article 15.9) the Offer Price shall be determined in accordance with Article 15.5 on the date they become a Good Leaver, but they will not receive the Offer Price until there is an Exit Event (as defined in Article 15.10) and Article 15.7.2 below shall apply.

15.7) Holders of shares and certain persons (including personal representatives and any person who has acquired A or B ordinary shares pursuant to Article 15.13 but the person from whom the shares were acquired no longer holds any office or employment with the Company (or any company of which the Company has control) shall be deemed to have served a transfer notice (a Deemed Transfer Notice) in respect of some or all of the leaver's shares namely:

15.7.1) a holder of B ordinary shares who is a Bad Leaver, the Deemed Transfer Notice will be issued on Cessation of Employment;

15.7.2) *a holder of B ordinary shares who is a Good Leaver, the Deemed Transfer Notice will be issued immediately prior to completion of an Exit Event; or*

15.7.3) *on the bankruptcy of a holder of either A ordinary shares or B ordinary shares, a Deemed Transfer Notice shall be irrevocable.*

15.8) *A Bad Leaver is a holder of B ordinary shares who is subject to Cessation of Employment for one of the following reasons:*

15.8.1) *due to the termination of his employment contract with the Company, or a company under its control, for gross misconduct (which means misconduct or fraud or being convicted of, or entering a plea of no contest to, a serious criminal offence (other than a driving offence carrying only a non-custodial sentence)), other than where he is found by an employment tribunal to have been constructively or unfairly dismissed; or*

15.8.2) *resignation in circumstances where the Company, or a company under its control, would have been entitled to dismiss him for gross misconduct; or*

15.8.3) *resignation where, within 12 months of Cessation of Employment with the Company (or a company under its control), he will go to work for a business in direct competition with the Company (or a company under its control), or where it is considered by the board, acting in its absolute discretion, that he will commence employment for or provide services to a business in direct competition with the Company, or a company under its control.*

15.9) *A Good Leaver is a holder of B ordinary shares who is subject to a Cessation of Employment who is not a Bad Leaver in accordance with Article 15.8.*

15.10) *An 'Exit Event' is defined as follows:*

15.10.1) *a sale of 51% or more of the Company's shares; or*

15.10.2) *a sale of 51% or more of the Company's trade or assets; or*

15.10.3) *a listing of the Company's shares on a stock exchange; or*

15.10.4) *the start of any period in a compromise or arrangement sanctioned by the court under section 899 of the Act or a person(s) becoming bound to acquire shares in the Company under 979 to 982 of the Act; or*

15.10.5) *the Company passing a resolution for a voluntary winding up.*

15.11) *If a Vendor makes a default in respect of his obligations the Company shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant shares.*

15.12) *The directors may in their absolute discretion, decline to register any transfer of any shares, whether or not it is a fully paid share. The directors shall notify the transferee of any refusal under this Article and the reasons for refusal within two months of the date on when the transfer was lodged with the Company.*

15.13) *Notwithstanding the provisions of Articles 15.1-15.12 the directors may in their absolute discretion decide that a holder of shares who has acquired shares through a Scheme/Plan shall be permitted to transfer such shares in whole or in part to their spouse or civil partner or to the trustees of a family trust.*

15.14) Articles 15.1 – 15.13 shall cease to apply in relation to any share if shares of the same class are quoted on any public investment exchange.

PURCHASE OF OWN SHARES

16.1) Subject to Article 16.2, the provisions of the Act and to any rights for the time being attached to any shares in the Company, the Company may purchase or enter into a contract under which it will or may purchase any of its own shares that have been acquired under a Scheme or Plan.

16.2) Subject to the provisions of the Act, but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year not exceeding the lower of:

16.2.1) £15,000; and

16.2.2) the nominal value of 5% of the Company's fully paid share capital at the beginning of each financial year of the Company.

DRAG ALONG AND TAG ALONG PROVISIONS

17.1) If at any time any shareholder or shareholders (the Drag Along Vendors) wish (and are permitted by these Articles of Association) to transfer shares representing in aggregate not less than 75 per cent. of the shares conferring rights to attend and vote at general meetings of the Company (the 75 Per Cent. Holding) then in issue to any person (the Drag Along Acquiror) then, provided all the conditions in Article 17.2 below are met, the Drag Along Vendors shall have the option (the Drag Along Option) to require the holders of all of the other shares to transfer their shareholdings to the Drag Along Acquiror or as that Drag Along Acquiror directs on the same financial terms and conditions as those accepted by the Drag Along Vendors.

17.2 The conditions mentioned in Article 16.1 above are that:

17.2.1) the Drag Along Acquiror is not an existing shareholder or connected with any existing shareholder within the meaning of section 993 of the Income Tax Act 2007;

17.2.2) the terms of the transfers of shares to the Drag Along Acquiror are at arm's length and financially the same for all shareholders; and

17.2.3) within 14 days of the Drag Along Vendors agreeing to sell their shares, a notice in writing (a Drag Along Notice) is delivered to the Company and to each other shareholder stating the number of shares the Drag Along Vendors intend to transfer to the Drag Along Acquiror and the consideration for the transfer including all the terms and conditions attaching to the transfer.

17.3 A Drag Along Notice once given is irrevocable but both the notice and all the obligations under the notice will lapse after the expiry of six calendar months from issue if the Drag Along Vendors do not complete the transfer of the 75 Per Cent. Holding to the Drag Along Acquiror.

17.4 If at any time any shareholder or shareholders (the Tag Along Vendors) transfer shares representing in aggregate more than 75 per cent. of the shares conferring rights to attend and vote at general meetings of the Company (the 75 Per Cent. Holding) then in issue to any person (the Tag Along Acquiror) then any or all of the remaining shareholders shall have the option (the Tag Along Option) to require the Tag Along Vendors to procure a transfer of the entire shareholding of such remaining shareholder(s) to the Tag Along Acquiror or some other party for a consideration and on terms and conditions not less favourable than those which applied to the transfer by the Tag Along Vendors. If different Tag Along Vendors have accepted different terms, then the Tag Along Option shall relate to the most favourable of those terms.

17.5 A notice of intention from any or all of the remaining shareholders to exercise the Tag Along Option (the Exercise Notice) shall be delivered to the Tag Along Vendors within 14 days of their formal agreement to the transfer of their shares, or of the first date on which such formal agreement becomes known to the person or persons seeking to exercise the Tag Along Option, whichever is the later.

17.6 The Exercise Notice once given is irrevocable but the Exercise Notice will lapse after the expiry of six calendar months from issue if the Tag Along Vendors do not complete the transfer of the 75 per cent. Holding to the Tag Along Acquiror."

ORDINARY RESOLUTIONS

- 2 That each and every issued ordinary share of £1.00 nominal value in the Company be subdivided into 1,000 ordinary shares of £0.001 nominal value in the Company such that after the subdivision the issued share capital of the Company shall comprise 1,000 ordinary shares of £0.001 each.
- 3 The directors are hereby authorised, generally and unconditionally, pursuant to section 551 of the Act, to exercise all powers of the Company to offer or allot; grant rights to subscribe for or to convert any security into shares in the Company; or otherwise deal in or dispose of any shares in the Company to any person, at any time and subject to any terms and conditions as the Directors think proper, provided that this authority shall be limited in order that the authority cannot exceed a maximum amount of £0.24 nominal value for a period expiring five years after the date of this resolution (unless previously revoked, renewed or varied by the Company by ordinary resolution), but the Company may make an offer or agreement which would or might require shares to be allotted after expiry of this authority and the Directors may allot shares in pursuance of that offer or agreement as if such authority had not expired.

SPECIAL RESOLUTION

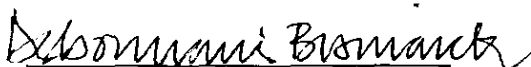
- 4 That the directors be and are hereby, subject to the passing of Resolution 3, in accordance with section 570 of the Companies Act 2006 (the Act), generally empowered to allot equity securities (as defined by section 560 of the Act) pursuant to the authority conferred by Resolution 3, as if section 561(1) of the Act did not apply to any such allotment.

AGREEMENT

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

The undersigned, being persons entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agree to the Special Resolutions and the Ordinary Resolutions:

SIGNED:



Countess Debonnaire Von Bismarck

Dated: 21.V.2019

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

- **By Hand:** delivering the signed copy to the Company.
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- **Fax:** faxing the signed copy to the Company marked "For the attention of the Company Secretary".

If you do not agree to all of the resolutions, please return the document to the Company unsigned.

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. Unless, within the period of **28 days** commencing on the Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.