

POSEIDON ACQUISITIONS LTD

registered in England and Wales under company number 05793744 and having its registered office at Peterborough Court, 133 Fleet Street, London EC4A 2BB
(the "Company")

WRITTEN RESOLUTIONS

CIRCULATION DATE: 26 June 2019

Pursuant to Chapter 2 of Part 13 Companies Act 2006 the directors of the Company propose that the following resolutions be passed as a special resolution in accordance with section 283 of the Companies Act 2006:

SPECIAL RESOLUTIONS

The current Articles of Association of the Company be amended and restated by the deletion of the existing Articles of Association in their entirety and the substitution in their place of the amended and restated Articles of Association substantially in the form attached hereto as the Schedule subject to any further minor changes made by the board of directors of the Company (the "Board") (the "Amended Articles of Association").

("Resolution 1")

The Articles of Association of the Company be amended by deleting all the provisions of the Company's Memorandum of Association which, by virtue of section 28 Companies Act 2006, are to be treated as provisions of the Company's Articles of Association.

("Resolution 2")

Pursuant to Chapter 2 of Part 13 Companies Act 2006 the directors of the Company propose that the following resolution be passed as an ordinary resolution in accordance with section 282 of the Companies Act 2006:

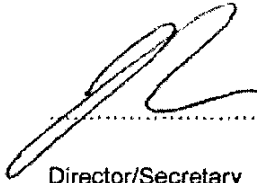
ORDINARY RESOLUTION

In accordance with section 551 of the CA 2006, and subject to the passing of Resolution 1, the Board be generally and unconditionally authorised to allot up to 1,074,981,353 Redeemable Ordinary Shares (as that term is defined in the Amended Articles of Association of the Company proposed to be adopted as Resolution 1) in the Company provided that this authority shall, unless renewed, varied or revoked by the Company, continue for a period of five years commencing on the date of this resolution.

("Resolution 3")



By order of the Board:

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a horizontal line.

Director/Secretary
of Poseidon Acquisitions Ltd

26 June 2019

Date

Signature Page to the Written Shareholder Resolution of Poseidon Acquisitions Ltd to approve amendments to articles and to approve the issuance of the shares - Poseidon Acquisitions Ltd

INFORMATION REQUIRED TO COMPLY WITH SECTION 291(4) COMPANIES ACT 2006

1. Eligible members are members who would have been entitled to vote on the resolutions on the circulation date of the written resolutions.
2. The procedure for signifying agreement by an eligible member to the written resolutions is as follows:
 - (A) A member signifies his agreement to the proposed written resolutions when the Company receives from him (or someone acting on his behalf) an authenticated document which both identifies the resolutions to which it relates and indicates his agreement to the resolutions.
 - (B) The document must be sent to the Company in hard copy form in one of the following ways:
 - (i) By Hand: Delivering the signed copy to Peterborough Court, 133 Fleet Street, London EC4A 2BB.
 - (ii) Post: Returning the signed copy by post to Peterborough Court, 133 Fleet Street, London EC4A 2BB.
 - (C) A member's agreement to written resolutions, once signified, may not be revoked.
 - (D) Written resolutions are passed when the required majority of eligible members have signified their agreement to them.
3. The period for agreeing to the written resolutions is the period of 28 days beginning with the circulation date (see section 297 Companies Act 2006).

AGREEMENT BY SOLE SHAREHOLDER TO WRITTEN RESOLUTIONS

We being the sole eligible member of the Company who (at the date of circulation of the Written Resolutions) would be entitled to vote on it:

1. confirm that we have received a copy of the above written resolutions in accordance with section 291 Companies Act 2006; and
2. hereby resolve and agree that the above resolutions be passed as written resolutions pursuant to section 288 Companies Act 2006 and that Resolution 1 and 2 shall take effect as special resolutions and Resolution 3 shall take effect as an ordinary resolution.

Signature:



on behalf of Kreta Acquisitions Ltd

Name:

Oliver Bingham

Date:

26 June 2019

Signature Page to the Written Shareholder Resolution of Poseidon Acquisitions Ltd to approve amendments to articles and to approve the issuance of the shares - Kreta Acquisitions Ltd

The Companies Act 1985
Company Limited by Shares

Articles of Association¹

of

Poseidon Acquisitions Ltd

PRELIMINARY

1. The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (as amended so as to affect companies first registered on the date of incorporation of the Company) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or Articles of Association. References herein to regulations are to regulations in the said Table A unless otherwise stated.

SHARE CAPITAL

2. The share capital of the Company at the date of incorporation is £100 divided into 100 Ordinary Shares of £1 each.
3. **Share Rights**
 - 3.1 The Company may create and issue shares which are to be redeemed are liable to be redeemed.
 - 3.2 The Company may create and issue redeemable ordinary shares (the "**Redeemable Ordinary Shares**") carrying with them the rights described in Article 5.
 - 3.3 The Ordinary Shares, Redeemable Shares and Redeemable Ordinary Shares in the capital of the Company shall rank *pari passu* with the exception of the following additional rights which shall attach to the Redeemable Shares and the rights set out in Article 5 which shall attach to the Redeemable Ordinary Shares.
 - 3.4 The Company shall have the right, subject to the Act, to redeem at any time and from time to time the whole or any number of the Redeemable Shares for the time being issued and outstanding upon giving notice to the holder or holders of the particular Redeemable Shares to be redeemed.

¹ Amended by special resolution passed on 26 June 2019.

- 3.5 Any holder of Redeemable Shares shall have the right, subject to the Act, to redeem the whole or any number of the Redeemable Shares held by them upon giving notice to the Company.
- 3.6 There shall be paid on each Redeemable Share redeemed under Articles 3.4 or 3.5 the amount paid up thereon.
- 3.7 If any holder of any of the Redeemable Shares to be redeemed shall fail or refuse to deliver up the certificate or certificates held by him at the time and place fixed for the redemption of such shares or shall fail or refuse to accept payment of the redemption monies payable in respect thereof, the redemption monies payable to such holder shall be set aside and paid into a separate interest-bearing account with the Company's bankers (designated for the benefit of such holder) and such setting aside shall be deemed for all purposes hereof to be a payment to such holder and all the said holder's rights as a holder of the relevant Redeemable Shares shall cease and determine as from the date fixed for the redemption of such shares and the Company shall thereby be discharged from all obligations in respect thereof. The Company shall not be responsible for the safe custody of the monies so placed on deposit or for interest thereon except such interest as the said monies may earn while on deposit less any expenses incurred by the Company in connection therewith.
- 4.
- 4.1 Subject to Section 80 of the Act, all unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.
- 4.2 Section 89(1) of the Act shall not apply to the allotment by the Company of equity securities.
- 4.3 Words and expressions defined in or for the purposes of the said Section 80 or the said Section 89 shall bear the same meanings in this Article.

REDEEMABLE ORDINARY SHARES

5. The rights attaching to the Redeemable Ordinary Shares are the same in all respects as those attaching to the ordinary shares of the Company, including, without limitation, as to voting rights and rights on a winding up of the Company, save as follows:
- (A) The Redeemable Ordinary Shares are mandatorily redeemable by the Company on the date which falls 20 years from the date of their issue (the "**Mandatory Redemption Date**"). Upon such redemption, the Company shall pay to the holder of each Redeemable Ordinary Share being redeemed the amount paid up on such share (the "**Mandatory Redemption Price**").
- (B) At least three (3) days prior to the Mandatory Redemption Date, written notice shall be sent to the registered holder(s) of the Redeemable Ordinary Shares, at the address last shown in the register of shareholders, notifying each such

Redeemable Ordinary Shares holder of the number of Redeemable Ordinary Shares so to be redeemed and specifying the date of redemption (which shall be the "**Mandatory Redemption Date**") and the Mandatory Redemption Price, but failure to comply with such notice formality shall not invalidate the redemption. The Mandatory Redemption Price of such Redeemable Ordinary Shares shall be payable, in accordance with these Articles and subject to the provisions of the Companies Act 2006 (the "**2006 Act**"), to each person whose name appears on the register of shareholders as the owner thereof (or, in the case of joint holders, to the holder whose name stands first in the Register of Members in respect of the Redeemable Ordinary Shares) on the bank account provided to the Company by such shareholder.

- (C) The holder(s) of the Redeemable Ordinary Shares may, on giving a written notice to the Company specifying the redemption date (the "**Optional Redemption Date**") for the Redeemable Ordinary Shares at any time on or after the date of issue of the Redeemable Ordinary Shares, such Optional Redemption Date to be at least 90 days after the date of the written notice, require the Company to redeem any or all of the Redeemable Ordinary Shares outstanding at any time on the Optional Redemption Date. Upon such redemption, the Company shall pay to the holder of each Redeemable Ordinary Share being redeemed the amount paid up on such share (the "**Optional Redemption Price**").
- (D) Subject to the 2006 Act and applicable law, the Mandatory Redemption Price and the Optional Redemption Price can be paid in cash or in kind.
- (E) Upon the redemption of a Redeemable Ordinary Share pursuant to these Articles, the holder thereof shall cease to be entitled to any rights in respect thereof and, accordingly, such holder's name shall be removed from the Register of Members with respect thereto and such Redeemable Ordinary Share shall thereupon be treated as cancelled.
- (F) If the aggregate Mandatory Redemption Price or Optional Redemption Price payable by the Company on the redemption of the Redeemable Ordinary Shares in accordance with these Articles exceeds the maximum amount which the 2006 Act permits the Company to pay in respect of such redemption (or would so permit if the requisite corporate formalities were complied with) then:
 - (i) the aggregate Mandatory Redemption Price or Optional Redemption Price (as applicable) payable by the Company on the Mandatory Redemption Date or Optional Redemption Date (as applicable) shall be reduced by an amount equal to such excess;
 - (ii) such reduction shall be applied rateably to the Mandatory Redemption Price or Optional Redemption Price (as applicable) payable on the redemption of each Redeemable Ordinary Share;

- (iii) the redemption of the Redeemable Ordinary Shares shall proceed on the Mandatory Redemption Date or Optional Redemption Date (as applicable) for such reduced amount; and
 - (iv) following such redemption, the holder(s) of the Redeemable Ordinary Shares shall have no claim against the Company in respect of such reduction.
- (G) Notwithstanding any other provision of these Articles, no redemption of a Redeemable Ordinary Share shall be effected until the Company makes payment in full of the redemption monies (where applicable, reduced in accordance with Article 5(F)) payable on the redemption of all Redeemable Ordinary Shares then in issue and due to be redeemed on such redemption date. If on the Mandatory Redemption Date or Optional Redemption Date (as applicable) for whatever reason such payment is not made, all Redeemable Ordinary Shares shall remain in issue. For the avoidance of doubt, nothing in this Article 5(G) shall affect the Company's obligation to redeem each Redeemable Ordinary Share on the Mandatory Redemption Date or Optional Redemption Date (as applicable).
- (H) For the purposes of Article 6.1, the special rights attached to the Redeemable Ordinary Shares specified in this Article 5 shall be deemed varied if the rights attached to the Redeemable Ordinary Shares are varied in any way, whether directly or indirectly, and such variation shall require the prior consent of the holders of the Redeemable Ordinary Shares pursuant to and in accordance with Article 6.1.

VARIATION OF RIGHTS OF SHARES

6.

- 6.1 If at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may at any time be varied with the consent in writing of the holders of three-quarters of the issued shares of that class, or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class. The rights attached to any issued Redeemable Ordinary Shares may not be varied in any other manner.
- 6.2 The provisions of these Articles relating to general meetings shall apply to every such general meeting of the holders of one class of shares.
- 6.3 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

second and third sentences of Regulation 79 shall not apply, and other references in the said Table A to retirement by rotation shall be disregarded.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

14.

- 14.1 The office of a Director shall be vacated in any of the events specified in Regulation 81 and also if he shall in writing offer to resign and the Directors shall resolve to accept such offer or if he shall be removed from office by notice in writing signed by all his co-Directors (being at least two in number) but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 14.2 Any provision of the Act which, subject to the provisions of the articles, would have the effect of rendering any person ineligible for appointment or election as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with, the appointment or election of any Director over a specified age, shall not apply to the Company.

REMUNERATION OF DIRECTORS

15. Any Director who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Directors may determine. Regulation 82 shall be extended accordingly.

PROCEEDINGS OF DIRECTORS

16. The Directors, and any committee of the Directors, shall be deemed to meet together if, being in separate locations, they are nonetheless linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and a quorum in that event shall be two persons so linked. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
17. On any matter in which a Director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 98 shall not apply.
18. Directors who are absent from the United Kingdom shall be entitled to the same notice of all meetings of the Directors as Directors not so absent and the third sentence of Regulation 88 shall not apply. If a Director who is absent from the United Kingdom does not advise the Company in writing of his overseas address, notice to his usual address in

- 11.2 An alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director, nor shall he be deemed to be a Director for the purposes of these Articles, nor shall he be deemed to be the agent of his appointor. Regulations 66 and 69 shall not apply.
- 11.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

DELEGATION OF DIRECTORS' POWERS

12. In addition to the powers to delegate contained in Regulation 72, the Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to committees consisting of one or more Directors and (if thought fit) one or more other named person or persons to be co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and may provide for members who are not Directors to have voting rights as members of the committee but so that (a) the number of members who are not Directors shall be less than one-half of the total number of members of the committee and (b) no resolution of the committee shall be effective unless passed by a majority including at least one member of the committee who is a Director. Regulation 72 shall be modified accordingly.

APPOINTMENT AND RETIREMENT OF DIRECTORS

13. The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the

second and third sentences of Regulation 79 shall not apply, and other references in the said Table A to retirement by rotation shall be disregarded.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

14.

- 14.1 The office of a Director shall be vacated in any of the events specified in Regulation 81 and also if he shall in writing offer to resign and the Directors shall resolve to accept such offer or if he shall be removed from office by notice in writing signed by all his co-Directors (being at least two in number) but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 14.2 Any provision of the Act which, subject to the provisions of the articles, would have the effect of rendering any person ineligible for appointment or election as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with, the appointment or election of any Director over a specified age, shall not apply to the Company.

REMUNERATION OF DIRECTORS

15. Any Director who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Directors may determine. Regulation 82 shall be extended accordingly.

PROCEEDINGS OF DIRECTORS

16. The Directors, and any committee of the Directors, shall be deemed to meet together if, being in separate locations, they are nonetheless linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and a quorum in that event shall be two persons so linked. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
17. On any matter in which a Director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 98 shall not apply.
18. Directors who are absent from the United Kingdom shall be entitled to the same notice of all meetings of the Directors as Directors not so absent and the third sentence of Regulation 88 shall not apply. If a Director who is absent from the United Kingdom does not advise the Company in writing of his overseas address, notice to his usual address in

the United Kingdom shall be deemed sufficient notice for the purposes of this Article.

NOTICES

19. A member whose registered address is not within the United Kingdom shall be entitled to have notices sent to him as if he were a member with a registered address within the United Kingdom and the last sentence of Regulation 112 shall not apply.

INDEMNITY

20.

- 20.1 Subject to the provisions of, and so far as may be permitted by and consistent with, the Statutes, every Director and officer of the Company shall be indemnified by the Company out of its own funds against (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company other than (i) any liability to the Company or any associated company (as defined in Section 309A(6) of the Act) and (ii) any liability of the kind referred to in Sections 309B(3) or (4) of the Act; and (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office. Where a director or officer is indemnified against any liability in accordance with this paragraph 18.1, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.
- 20.2 Without prejudice to paragraph 18.1 above, the Directors shall have power to purchase and maintain insurance for or for the benefit of (i) any person who is or was at any time a Director or officer of any Relevant Company (as defined in paragraph 18.3 below), or (ii) any person who is or was at any time a trustee of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by or attaching to him in respect of any act or omission in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or otherwise in relation to his duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme (and all costs, charges, losses, expenses and liabilities incurred by him in relation thereto).
- 20.3 For the purpose of paragraph 18.2 above "Relevant Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.
- 20.4 Subject to the provisions of and so far as may be permitted by the Statutes, the Company (i) may provide a Director or officer with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in Section 337A(2) of the Act and (ii) may do

anything to enable a Director or officer to avoid incurring such expenditure, but so that the terms set out in Section 337A(4) of the Act shall apply to any such provision of funds or other things done.

OVERRIDING PROVISIONS

- 21.** Any member holding, or any members together holding, shares carrying not less than 90 per cent of the votes which may for the time being be cast at a general meeting of the Company may at any time and from time to time:-
- 21.1** appoint any person to be a Director (whether to fill a vacancy or as an additional Director);
 - 21.2** remove from office any Director howsoever appointed but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company;
 - 21.3** by notice to the Company require that no unissued shares shall be issued or agreed to be issued or put under option without the consent of such member or members;
 - 21.4** restrict any or all powers of the Directors in such respects and to such extent as such member or members may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed by the member or members. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of such member or members has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

To the extent of any inconsistency this Article shall have overriding effects as against all other provisions of these Articles.