

The Companies Act 2006

Company Limited by Shares

**A Little Bird Limited**

TUESDAY



**Resolutions in Writing of the Eligible Members of the Company  
Passed in Accordance with Section 288 of the Companies Act 2006**

We, the undersigned, being the eligible members of the company RESOLVE as follows:

**Ordinary Resolutions**

1. **That** pursuant to paragraph 47(3)(b) of Schedule 4 of the Companies Act 2006 (commencement No 5, Transitional Provisions and Savings) Order 2007, the director be and is permitted to exercise his power under Section 175 of the Companies Act 2006 to authorise directors' conflicts of interest.
2. **That** the company's D share capital of £250 issued as 5,000 'D' Ordinary shares of £0.05 each be and are re designated as 5,000 'F' Ordinary shares of £0.05 each and there be attached to the re-designated shares the following rights:

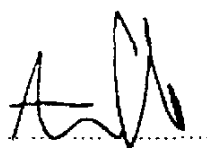
Voting Rights: Ordinary shares of the Company bearing full voting rights and rights to participate in such Company dividends as the Company may declare for holders of F Ordinary Shares, save that holders of the F Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such F Ordinary Shares strictly in accordance with the provisions of the Company's Articles;

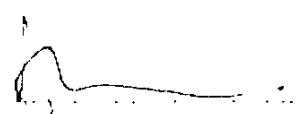
3. **That** 20,000 of the company's 'A' Ordinary share capital of £0.05 each be and are re-designated as 20,000 'B' Ordinary shares of £0.05 each and there be attached to the re designated shares the following rights:

Voting Rights: The B Ordinary Shares of the company will rank par passu with the A Ordinary Shares in all respects, save that holders of the B Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such B Ordinary Shares strictly in accordance with the provisions of the FMI Option Agreement

Dated: 24 July 2018

Signed:   
Mr E S Wood

Signed: .....  
**Mr T Solano**

Signed: .....  
**Mrs A Wood**

Signed: .....  
**Mrs A Solano**

**THIS AMENDMENT TO THE ARTICLES OF ASSOCIATION OF A LITTLE BIRD LTD** ("the Amendment") is made effective July \_\_, 2018.

**WHEREAS:**

- (A) A Little Bird Ltd, an English registered company number 069430199 with a registered office at 1<sup>st</sup> Floor, 27-33 Bethnal Green Road, London E1 6LA (the "Company"); and
- (B) The Company's Memorandum of Association are amended to enable the Company to create a new class of "F" Ordinary Shares of 5p (Five Pence) each;
- (C) The "F" Ordinary Shares of the Company are to carry the same restrictions as the "B" Ordinary Shares previously issued to Tim Solano and will rank pari passu with the "B" Ordinary Shares in all respects.
- (D) Certain "D" Ordinary Shares of the Company are to be converted on a like for like basis into "F" Ordinary Shares of the Company; and
- (E) Certain "A" Ordinary Shares of the Company are to be converted on a like for like basis into "B" Ordinary Shares of the Company;

**NOW IT IS HEREBY AGREED** as follows:

**1. Definitions**

1.1 In this Amendment the following words and expressions shall, save as otherwise specifically provided, have the following meanings:

**"the Act"**: the Companies Act 2006 and all pendent regulations from time to time in force whether implemented under that Act or its predecessor Act(s) for so long as each of them remains in force and any replacement regulation thereafter implemented in its place;

**"the Amended Articles"**: the articles of association of the Company as amended by this Amendment or as same have been previously amended and may be further amended from time to time;

**"F" Ordinary Shares**: Ordinary shares of the Company bearing full voting rights and rights to participate in such Company dividends as the Company may declare for holders of "F" Ordinary Shares, save that holders of the "F" Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such "E" Ordinary Shares strictly in accordance with the provisions of the Company's Articles;

**"the Company"**: A Little Bird Ltd.

**2. The Company's Articles of Association**

2.1 A new sub clause 4 (f) is added to the Company's Articles of Association to read as follows:

"(f) The rights, privileges and entitlements of holders of the "F" Ordinary Shares will rank pari passu in all respects with the rights, privileges and entitlements of the holders of the "B" Ordinary Shares"

- 2.2 A new sentence is added to the end of clause 7 of the Company's Articles of Association to read as follows:

"The transfer of any "F" Ordinary Shares is expressly subject to the restrictions set out in the Amended and Restated EMI Option Agreement by and among the Company, Ed Wood, Tim Solano and Jon Reid dated July 2018 and the same restrictions as the "B" Ordinary Shares as set out in the EMI Option Agreement between the Company and Tim Solano dated January 16, 2014 and will be marked as so restricted."

- 2.3 A new sub clause 4 (f) is added to the Company's Articles of Association to read as follows:

"(f) The rights, privileges and entitlements of holders of the "F" Ordinary Shares will be restricted as set out these Articles and will be marked as so restricted."

- 2.4 A new sub clause 4(g) is added to the Company's Articles of Association to read as follows:

"(g) 5000 "D" Ordinary Shares of the Company are converted on a like for like basis into 5000 "F" Ordinary Shares of the Company and 20,000 "A" Ordinary Shares of the Company are converted on a like for like basis into 20,000 "B" Ordinary Shares of the Company;

### **3. No Assignment**

The provisions of this Amendment shall be binding on and enure to the benefit of the successors of each party hereto provided that save as otherwise provided in this Amendment no party may agree to assign, transfer, charge or otherwise dispose of or subcontract any of his her or its rights or obligations hereunder without the prior written consent of the other party(ies).

### **4 Waivers, Remedies Cumulative, Amendments, etc.**

- 4.1 No failure or delay by any of the parties hereto in exercising any right, power or privilege under this Amendment shall operate as a waiver thereof nor shall any single or partial exercise by any of the parties hereto of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 4.2 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- 4.3 No provision of this Amendment may be amended, modified, waived, discharged or terminated, otherwise than by the express written agreement of the parties hereto nor may any breach of any provision of this Amendment be waived or discharged except with the express written consent of the parties not in breach.

### **5. Invalidity etc.**

Should any provision of this Amendment be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable efforts to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

### **6. No Partnership or Agency**

Nothing in this Amendment shall be deemed to constitute a partnership between the parties hereto nor, save as expressly set out herein, constitute any party the agent of another party for any purpose. In addition, unless otherwise agreed in writing between the shareholders of the Company (each a ("Shareholder")), none of them shall enter into contracts with third parties as

agent for any other Shareholder nor shall any Shareholder describe itself or himself as agent as aforesaid or in any way hold itself or himself out as being an agent as aforesaid.

**7. Entire Agreement**

This Amendment constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and none of the parties hereto has entered into this Amendment in reliance upon any representation or warranty other than any such as may be set out herein.

**8. Conflict with Articles, etc.**

In the event of any conflict between the provisions of this Amendment and the Articles the provisions of this Amendment shall prevail and the parties shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Amendment and shall and so far as they are able further if necessary procure any required amendment to the Articles as may be necessary.

**9. Notices**

- 9.1 Any notice or other communication given or made under this Amendment shall be in writing and, without prejudice to the validity of any other method of service, may be delivered personally or by courier or sent by facsimile transmission by prepaid recorded delivery letter (airmail if overseas), with a copy to each of the other parties, other than the party giving the notice or to such address, or facsimile transmission number as the relevant addressee has hereinabove or may hereafter by notice hereunder substitute.
- 9.2 Any such notice or other communication shall be deemed to have been duly served, given or made (i) in the case of posting, 72 hours after the envelope containing such notice was posted and proof that any such envelope was properly addressed, prepaid, registered and posted shall be sufficient evidence that such notice or other communication has been duly served, given or made; or (ii) in the case of delivery, when left at the relevant address; or (iii) in the case of facsimile transmission one business day after transmission.

**10. Governing Law**

This Amendment shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Amendment.

**IN WITNESS** whereof this Amendment has been duly executed and delivered on the date first hereinabove written.


Executed for and on behalf of  
**A LITTLE BIRD LTD**

By: 


Name: BO WOOD

Title: Director

Executed for and on behalf of  
**A LITTLE BIRD LTD**

  
By: \_\_\_\_\_  
Name: Antoinette Wood  
Title: Secretary

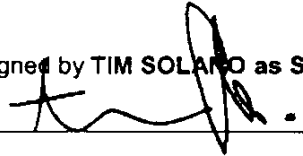
Signed by **ED WOOD** as Shareholder

  
\_\_\_\_\_

Signed by **ANTOINETTE WOOD** as Shareholder

  
\_\_\_\_\_

Signed by **TIM SOLANO** as Shareholder

  
\_\_\_\_\_

Signed by **ALEX SOLANO** as Shareholder

  
\_\_\_\_\_

**THIS AMENDMENT TO THE MEMORANDUM OF ASSOCIATION OF A LITTLE BIRD LTD** ("the Amendment") is made effective July, 2018.

**WHEREAS:**

- (A) Ed Wood, Tim Solano, Antoinette Wood and Alex Solano are currently the sole shareholders of A Little Bird Ltd registered company number 069430199 with a registered office at 1<sup>st</sup> Floor, 27-33 Bethnal Green Road London E1 6LA (the "Company"); and
- (B) The Company's Memorandum of Association (the "Memorandum of Association") are to be amended to reflect a bonus issue of shares on a one share issued for every two shares held basis, to enable the Company to create a new class of F Ordinary Shares of 5p each into which 5,000 D Ordinary Shares are to be converted on a like for like basis and to reflect the conversion of 20,000 A Ordinary Shares into 20,000 B Ordinary Shares on a like for like basis.

**NOW IT IS HEREBY AGREED** as follows:

**1. Definitions**

1.1 In this Amendment to the following words and expressions shall, save as otherwise specifically provided, have the following meanings:

**"the Act"**: the Companies Act 2006 and all pendent regulations from time to time in force whether implemented under that Act or its predecessor Act(s) for so long as each of them remains in force and any replacement regulation thereafter implemented in its place;

**"the Amended Articles"**: the articles of association of the Company as same may have been amended or are further amended from time to time;

**"F" Ordinary Shares"**: Ordinary shares of the Company bearing full voting rights and rights to participate in such Company dividends as the Company may declare for holders of F Ordinary Shares, save that holders of the F Ordinary Shares will have no power to object to the sale of any Ordinary Shares and may only transfer or otherwise dispose of such F Ordinary Shares strictly in accordance with the provisions of the Company's Articles;

**2. The Company's Share Capital**

Lines 1 and 2 of Clause 5 of the Company's Memorandum of Association shall be amended to read as follows:

The Company's share capital is:

£5000 divided into 61,000 "A" Ordinary Shares of 5p each, 23,000 "B" Ordinary Shares of 5p each, 9,000 "C" Ordinary Shares of 5p each, 2,000 "E" Ordinary Shares of 5p each and 5,000 "F" Ordinary Shares of 5p each.

**3. No Assignment**

The provisions of this Amendment shall be binding on and enure to the benefit of the successors of each party hereto provided that save as otherwise provided in this Amendment no party may agree to assign, transfer, charge or otherwise dispose of or subcontract any of his her or its rights or obligations hereunder without the prior written consent of the other party(ies).

**4 Waivers, Remedies Cumulative, Amendments, etc.**

- 4.1 No failure or delay by any of the parties hereto in exercising any right, power or privilege under this Amendment shall operate as a waiver thereof nor shall any single or partial exercise by any of the parties hereto of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 4.2 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- 4.3 No provision of this Amendment may be amended, modified, waived, discharged or terminated, otherwise than by the express written agreement of the parties hereto nor may any breach of any provision of this Amendment be waived or discharged except with the express written consent of the parties not in breach.

**5. Invalidity etc.**

Should any provision of this Amendment be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable efforts to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

**6. No Partnership or Agency**

Nothing in this Amendment shall be deemed to constitute a partnership between the parties hereto nor, save as expressly set out herein, constitute any party the agent of another party for any purpose. In addition, unless otherwise agreed in writing between the shareholders of the Company (each a ("Shareholder")), none of them shall enter into contracts with third parties as agent for any other Shareholder nor shall any Shareholder describe itself or himself as agent as aforesaid or in any way hold itself or himself out as being an agent as aforesaid.

**7. Entire Agreement**

This Amendment constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and none of the parties hereto has entered into this Amendment in reliance upon any representation or warranty other than any such as may be set out herein.

**8. Conflict with Articles, etc.**

In the event of any conflict between the provisions of this Amendment and the Articles the provisions of this Amendment shall prevail and the parties shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Amendment and shall and so far as they are able further if necessary procure any required amendment to the Articles as may be necessary.

**9. Notices**

- 9.1 Any notice or other communication given or made under this Amendment shall be in writing and, without prejudice to the validity of any other method of service, may be delivered personally or by courier or sent by facsimile transmission by prepaid recorded delivery letter (airmail if overseas), with a copy to each of the other parties, other than the party giving the notice or to such address,



or facsimile transmission number as the relevant addressee has hereinabove or may hereafter by notice hereunder substitute.

- 9.2 Any such notice or other communication shall be deemed to have been duly served, given or made (i) in the case of posting, 72 hours after the envelope containing such notice was posted and proof that any such envelope was properly addressed, prepaid, registered and posted shall be sufficient evidence that such notice or other communication has been duly served, given or made; or (ii) in the case of delivery, when left at the relevant address; or (iii) in the case of facsimile transmission one business day after transmission.

#### 10. Governing Law

This Amendment shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Amendment.

**IN WITNESS** whereof this Amendment has been duly executed and delivered on the date first hereinabove written.

Executed for and on behalf of  
**A LITTLE BIRD LTD**

By: 

Name: ED WOOD  
Title: Director

Executed for and on behalf of  
**A LITTLE BIRD LTD**


By: 

Name: Antoinette Wood  
Title: Secretary

Signed by **ED WOOD** as Shareholder



Signed by **ANTOINETTE WOOD** as Shareholder



Signed by **TIM SOLANG** as Shareholder

