

Company No.: 10185899

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**  
**of**  
**ALLPLANTS LTD (THE "COMPANY")**



On 4 May 2021, the following resolutions were duly passed by the members of the Company by way of written resolutions under Chapter 2 of Part 13 of the Companies Act ("Act").

**ORDINARY RESOLUTIONS**

**AUTHORITY TO ALLOT SHARES**

1. **THAT**, in accordance with section 551 of the Act, the directors of the Company be generally and unconditionally authorised to allot shares or grant rights to subscribe for or to convert any security into shares in the Company (the "**Rights**") pursuant to the terms of a warrant instrument relating to the Company, up to an aggregate nominal amount of £0.7 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of these Resolutions save that the Company may, before such expiry make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the directors of the Company may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this Resolution 1 has expired.
  
2. **THAT**, the terms of, and the transactions contemplated by, the documents proposed to be entered into by the Company in connection with venture debt financing to be provided by TriplePoint Private Venture Credit, Inc., be and are hereby approved. Such documents shall include the plain English growth capital and revolving loan and security agreement to be entered into between the Company, TriplePoint Private Venture Credit, Inc. as a lender and as collateral agent ("**PE Growth and Revolving Loan and Security Agreement**") and each of the following documents (with defined terms having the meaning given to them in the PE Growth and Revolving Loan and Security Agreement):
  - (a) the Warrant Agreement;
  - (b) the Loan Documents; and
  - (c) any other applicable documents and any other documentation relating to the same and ancillary and/or incidental thereto,
 (together, the "**Documents**" and the transactions contemplated by the Documents together being the "**Transaction**") in each case with such amendments, variations and modifications thereto as any director of the Company may approve from time to time.
  
3. **THAT**, participating in the Transaction, entering into the Documents to which the Company is a party and the performance of its obligations thereunder (including, without limitation, the giving of a guarantee and the granting of security, where applicable) is in the best interest of

the Company's business and the entry by the Company into the proposed transactions substantially on the terms set out in the Documents is to the commercial benefit and advantage of the Company.

4. **THAT**, notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors, any one of the directors of the Company, and in the case of any document to be executed as a deed, any two authorised signatories (as defined in section 44(3) of the Act) or any one director in the presence of a witness who attests their signature, be and are hereby empowered, authorised and directed to complete, enter into, execute, deliver and perform the obligations set out in the Documents (in such manner and subject to such amendments, variations and modifications as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such document)).

### **SPECIAL RESOLUTION**

#### **DIS-APPLICATION OF PRE-EMPTION RIGHTS**

5. **THAT**, subject to the passing of Resolution 1 and in accordance with article 13.3 of the articles of association of the Company (the "**Articles**"), the directors of the Company be generally empowered to allot shares or grant Rights pursuant to the authority conferred by Resolution 1, as if the provisions set out in articles 13.3 to 13.9 of the Articles did not apply and any other rights of pre-emption however so expressed, did not apply to such issue or grant, provided that this power shall:
- (a) be limited to the allotment of shares or grant of Rights of up to an aggregate nominal amount of £0.7; and
  - (b) expire upon the expiry of the authority granted by Resolution 1 (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require shares to be allotted or Rights to be granted in pursuance of any such offer or agreement notwithstanding that the power conferred by this Resolution 5 has expired.

#### **AMENDMENT OF ARTICLES OF ASSOCIATION**

6. **THAT**, the Company's Articles be amended by the deletion of article 13.6 of the Articles and insertion of the following article 13.6 of the Articles:

13.6 *Subject to the requirements of Articles 13.3 to 13.5 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper, provided that the allotment or grant to that person must be approved in writing by the Shareholder holding the highest percentage of Shares at the applicable time but which shall exclude the Founders.*

DocuSigned by:  
*Jonathan Petrides*  
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**Jonathan Petrides**

**Director**