

## VESPA CAPITAL IRREVOCABLE UNDERTAKING

To: Project Sword Bidco Limited ("**Offeror**")  
and GCA Altium ("**Financial Adviser**")

15 August 2019

Dear Sirs,

We understand that the Offeror intends to make an offer in respect of all the issued ordinary share capital of Catalis plc ("**Target**"), excluding those Target shares beneficially owned by certain members of the senior management team which are to be acquired under a separate share purchase agreement, by way of a scheme of arrangement under sections 895 to 901 Companies Act 2006 ("**Scheme**" or "**Offer**") substantially on the terms of the attached draft press announcement ("**2.7 Announcement**").

We also understand that (i) certain ordinary shares held by members of the senior executive team will be acquired by the Offeror pursuant to related arrangements such that the value attributed to certain of their existing ordinary shares will be reinvested in the Offeror group structure (the "**Rollover Arrangements**") and (ii) certain members of the senior executive team will receive additional equity in the Offeror group structure to further incentivise them (the "**Sweet Equity Arrangements**").

The Offeror will be the acquisition vehicle in a newly incorporated group. Project Sword Topco Limited ("**Topco**") is the ultimate parent company which controls Project Sword Midco 1 Limited, which controls Project Sword Midco 2 Limited, which controls the Offeror.

Under the terms of the Offer, we will be offered £95.13 in cash per Target Share (as defined below) and, as an alternative, we will also be offered per Target Share, £36.57 in cash, 5.9048 A ordinary shares in the capital of Topco and 585 preferred ordinary shares in the capital of Topco (the "**Partial Cash and Unlisted Securities Alternative**"). The same offer will also be made in respect of any of our Further Target Shares (as defined below) if applicable.

All references in this undertaking to the Scheme includes any new, increased, renewed or revised scheme of arrangement which represents an improvement on or no diminution of value of the Offer or the Partial Cash and Unlisted Securities Alternative and, for the avoidance of doubt, we acknowledge that the Offeror may elect to implement the acquisition by a takeover as defined in Chapter 3 of Part 28 of the Companies Act 2006 (such offer including any new, increased, renewed or revised offer which represents an improvement on or no diminution of value of the Offer or the Partial Cash and Unlisted Securities Alternative).

### 1. Warranties and undertakings

We warrant and undertake to the Offeror that:

- 1.1 we are the registered holder and beneficial owner of the number of ordinary shares of Target shown in **paragraph 2** of the Schedule ("**Target Shares**"), that these are our pre-existing holding of shares in Target and that we hold these free of any lien, charge, option, equity or encumbrance;
- 1.2 the Schedule contains full and accurate details of all the shares and other securities in Target:
  - 1.2.1 of which we are the registered holder or beneficial owner;
  - 1.2.2 to which we are entitled upon the exercise of any option, warrant or other right to acquire or subscribe for shares in Target whether or not such rights are currently exercisable or subject to any condition; and
  - 1.2.3 in which we have an interest (as defined in the City Code),

we confirm that we have no other rights or interests in relation to any shares or other securities of Target;

1.3 unless and until the Offeror announces publicly that the Scheme will not become effective and the Offer will not proceed or, in the event of a Subsequent Offer (as defined in **paragraph 5.1**), unless and until the Subsequent Offer closes, lapses or is withdrawn, we will not:

1.3.1 sell, transfer, charge, encumber, grant any option over or otherwise dispose of any Target Shares or any shares or securities in Target shown in the Schedule or any other shares or securities in Target issued or unconditionally allotted to us or otherwise acquired by us before then or whose voting rights we are or may become entitled to exercise or control ("**Further Target Shares**");

1.3.2 accept any other offer in respect of the shares or securities referred to in **paragraph 1.3.1**;

1.3.3 (other than pursuant to the Scheme or, if relevant, the Subsequent Offer) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:

1.3.3.1 to do any of the acts referred to in **paragraphs 1.3.1** or **1.3.2**;

1.3.3.2 in relation to, or operating by reference to, the Target Shares or any Further Target Shares; or

1.3.3.3 which, in relation to the Target Shares or any Further Target Shares, would or might restrict the Scheme becoming effective or restrict or impede me from accepting any Subsequent Offer,

and for the avoidance of doubt, references in this **paragraph 1.3.3** to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer closes, lapses or does not become effective or if this undertaking ceases to be binding or following any other event; or

1.3.4 without your prior written consent, buy, sell or otherwise deal in any shares or other securities of Target or any interest therein (including any derivatives referenced to such securities);

1.4 no person other than us has any right to exercise or procure the exercise of the voting rights attaching to any of the Target Shares;

1.5 we have full power and authority to enter into and perform any obligation under this letter and, in the event of a Subsequent Offer, to accept the Subsequent Offer in respect of the Target Shares and any Further Target Shares.

The provisions of this **paragraph 1** will not be extinguished or affected by the Scheme becoming effective.

## 2. **Undertakings**

2.1 From the time the Offeror announces the Offer until the Offer becomes effective and/or wholly unconditional, or lapses or is withdrawn, we undertake:

2.1.1 to exercise or procure the exercise of voting rights attaching to the Target Shares and any Further Target Shares in favour of all of the resolutions to approve or which are related to the Scheme including, but not limited to, any resolutions proposed in relation to approval pursuant to Rule 16 of the City Code of the Rollover Arrangements and the Sweet Equity Arrangements to be proposed at a general meeting or any adjournment thereof;

- 2.1.2 to exercise the votes attaching to any Target Shares and any Further Target Shares on a Relevant Resolution (as defined in **paragraph 2.1.6**) only in accordance with the Offeror's directions;
- 2.1.3 to exercise the rights attaching to the Target Shares and any further Target Shares to requisition or join in requisitioning any general or class meeting of Target for the purposes of considering a Relevant Resolution and to require Target pursuant to section 338 Companies Act 2006 to give notice of such a resolution only in accordance with the Offeror's directions;
- 2.1.4 that, for the purposes of voting on any resolution referred to in **paragraph 2.1.1** or any Relevant Resolution, we will execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meeting of Target, and to ensure that such form of proxy is received by Target's registrars not later than 3.00pm on the fifth business day after the receipt by us of a circular detailing the terms and conditions of the Offer (the "**Scheme Circular**") or the notice of the relevant meeting;
- 2.1.5 we will elect for the Partial Cash and Unlisted Securities Alternative.
- 2.1.6 "**Relevant Resolution**" means:
  - 2.1.6.1 other than a resolution referred to in **paragraph 2.1.1**, a resolution proposed at a general or class meeting of Target, or at an adjourned meeting, the passing of which is necessary to implement the Offer (including for the avoidance of doubt any resolutions required by Rule 16.2 of the City Code) or which, if passed, might result in any condition of the Offer not being fulfilled or which might impede or frustrate the Offer in any way;
  - 2.1.6.2 a resolution to adjourn a general or class meeting of Target whose business includes the consideration of a resolution falling within **paragraph 2.1.6.1**; and
  - 2.1.6.3 a resolution to amend a resolution falling within **paragraph 2.1.6.1** or **2.1.6.2**.
- 2.2 In the event of a Subsequent Offer we undertake that:
  - 2.2.1 we will accept the Subsequent Offer in respect of the Target Shares in accordance with the procedure for acceptance set out in the Subsequent Offer Document (as defined in **paragraph 5.2**) not later than 7 days after the Offeror posts the Subsequent Offer Document to Target shareholders;
  - 2.2.2 we will accept the Subsequent Offer in respect of any Further Target Shares in accordance with the procedure for acceptance set out in the Subsequent Offer Document not later than 2 days after the date we become the registered holder of the Further Target Shares;
  - 2.2.3 although the terms of the Subsequent Offer will confer a right of withdrawal on accepting shareholders, we will not withdraw any acceptances of the Subsequent Offer; and
  - 2.2.4 the Offeror will acquire the Target Shares and any Further Target Shares from us with full title guarantee, free of any lien, charge, option, equity or encumbrance and together with all rights of any nature attaching to those shares.

### 3. **Documentation**

#### 3.1 We consent to:

- 3.1.1 the inclusion of references to us and details of this undertaking in the 2.7 Announcement and in accordance with Rule 2.10 of the City Code in respect of any other announcement which commences an offer period (as defined in the City Code) in respect of Target;
- 3.1.2 details of this undertaking being included in the Scheme Circular (or, in the event of a Subsequent Offer, the Subsequent Offer Document) and any other related or ancillary document or announcement as required by the City Code; and
- 3.1.3 this undertaking being available for inspection during the period from the date of release of the 2.7 Announcement until the date when the Scheme becomes effective (or, in the event of a Subsequent Offer, until the end of the Offer Period as defined in the City Code).

- 3.2 We will promptly and to the best of our ability give you all information and any assistance as you may reasonably require for the preparation of the Scheme Circular (and, in the event of a Subsequent Offer, the Subsequent Offer Document) and all related and ancillary documents in order to comply with the requirements of the City Code and any other legal or regulatory requirement or body.

### 4. **Secrecy**

We will keep secret the possibility, terms and conditions of the Offer and the existence and terms of this undertaking until the 2.7 Announcement is released, provided that we may disclose the same to Target and its advisers in which case we will procure that they observe secrecy in the same terms. The obligations in this paragraph will survive termination of this undertaking.

### 5. **Interpretation**

In this letter:

- 5.1 "**Subsequent Offer**" means, in the event that the Offeror revises its proposals to acquire shares in Target, an offer by the Offeror which proceeds by way of a takeover offer within the meaning of section 974 Companies Act 2006 provided that the terms of such offer are no less favourable to Target shareholders than the terms set out in the 2.7 Announcement;
- 5.2 "**Subsequent Offer Document**" means the formal document containing a Subsequent Offer;
- 5.3 unless the context requires otherwise, 2.7 Announcement includes the announcement of a Subsequent Offer under Rule 2.7 of the City Code; and
- 5.4 unless otherwise defined, terms bear the meaning given to them in the 2.7 Announcement.

### 6. **Time of the essence**

Time will be of the essence in respect of all dates, periods and timescales set out in this undertaking and any dates, periods and timescales which may be substituted for them by mutual agreement in writing.

### 7. **Duration of undertaking**

- 7.1 This undertaking will lapse and cease to be enforceable, provided that such termination shall be without prejudice to the rights of the Offeror in respect of any breach of this undertaking occurring before such termination, if:

- 7.1.1 the 2.7 Announcement is not released on or before 5 p.m. on 30 August 2019;

- 7.1.2 the board of Target withdraws its recommendation before the General Meeting and Court Meeting are held and the Scheme lapses or is withdrawn; or
- 7.1.3 the Scheme or any resolution to be proposed at the General Meeting is not approved by the requisite majority of the shareholders of Target at the Court Meeting or at the General Meeting respectively.
- 7.2 If this undertaking lapses, we will have no claim against the Offeror.
8. **Further undertakings**
- 8.1 We will not directly or indirectly:
- 8.1.1 solicit or encourage any person other than the Offeror to make any offer for any shares or other securities of Target or to indicate the basis on which any such offer might be made;
- 8.1.2 enter into any discussions with, or provide any information to, any person who is considering making such an offer; or
- 8.1.3 otherwise take any action which is or may be prejudicial to the successful outcome of the Scheme (or any Subsequent Offer, if relevant) or which would or might have the effect of preventing any of the terms or conditions of the Offer (or any Subsequent Offer, if relevant) from being fulfilled.
- 8.2 We will, promptly after becoming aware of the same, inform you of any approach by a third party which may lead to an offer for Target or the occurrence of any matter referred to in **paragraph 8.1** and will keep you fully informed of the same.
9. **Confirmation**
- We confirm by signing this letter that GCA Altium has clearly indicated to us that it is not acting for us and will not be responsible for providing the protections afforded to its clients or advising us on any matters relating to the Offer (or any Subsequent Offer, if relevant).
10. **Power of attorney**
- 10.1 As security for the performance of our obligations under this undertaking, we irrevocably appoint any director and/or partner of the Offeror as our attorney:
- 10.1.1 to execute any form of proxy required by the Offeror appointing any persons nominated by the Offeror to attend and vote on any resolution of Target shareholders referred to in **paragraph 2**;
- 10.1.2 in the event of a Subsequent Offer, if we fail to accept the Subsequent Offer in accordance with **paragraphs 2.2.1 and 2.2.2**, in our name and on our behalf to do all things and to execute all deeds and other documents as may be necessary or desirable to accept such Subsequent Offer in respect of the Target Shares and any Further Target Shares; and
- 10.1.3 to do all such other acts and things as may be necessary for the performance of our obligations and undertakings under this undertaking (including, without limitation, signing and delivering a form of election for us to accept the Partial Cash and Unlisted Securities Alternative) on our behalf in the event of our failure to comply with the provisions of this undertaking within the specified period and we irrevocably undertake to ratify such acts and things if requested to do so.
- 10.2 We agree that this security power of attorney is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until the Scheme becomes effective, fails to obtain the requisite shareholder approvals or the sanction of the Court or is withdrawn or the Subsequent Offer closes, lapses or is withdrawn, whichever is the later.

11. **Specific performance**

We agree that, if we breach any of our obligations in this undertaking, damages alone would not be an adequate remedy for breach. Accordingly the Offeror will be entitled, without having to prove special damage, to equitable relief (including, without limitation, specific performance) for any breach or threatened breach of this undertaking.

12. **General**

12.1 If any term of this undertaking is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this undertaking and this will not affect the remainder of this undertaking which will continue in full force and effect.

12.2 The parties to this letter do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

13. **Governing Law and Jurisdiction**

13.1 This undertaking and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

13.2 We:

13.2.1 agree that subject to paragraph **13.2.3**, the courts of England and Wales have exclusive jurisdiction to determine any, dispute arising in out of or in connection with this letter (including (without limitation) in relation to any non-contractual obligations);

13.2.2 waive any objection to, and submit to, the jurisdiction of the courts of England and Wales and agree that a judgment or order of any such court is binding upon us and may be enforced against us in the courts of any other jurisdiction; and

13.2.3 agree that the Offeror may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

14. **Confirmation**

We understand and confirm that:

14.1 this letter is legally binding;

14.2 we are the registered holder of the Target Shares; and

14.3 subject to the terms of this letter, we will not be able to withdraw from the commitment in this letter, nor will we be able to deal in any shares in Target, or accept any other offer for the Target Shares, or, if relevant, the Further Target Shares.

## SCHEDULE

### 1. **Interests in Target**

Our interests (as defined in the City Code) in securities of Target including rights to subscribe for and options in respect of ordinary shares on the date hereof are as follows:

<b>Name of registered holder</b>	<b>Details of interest</b>	<b>No. of ordinary shares</b>	<b>Options over ordinary shares</b>
Commerzbank (Nominee Account) on behalf of Leo Capital 1 LLP	327,069 ordinary shares are held in the name of Commerzbank (Nominee Account) on behalf of Leo Capital 1 LLP	327,069	None
Leo Capital 1 LLP	—	100,000	None

### 2. **Target Shares**


The details of our Target Shares are as follows:

<b>Name of registered holder</b>	<b>No. of Target Shares</b>
Leo Capital 1 LLP	427,069

This document is executed as a deed and delivered on the date stated at the beginning of this document.

**Executed as a deed by**  
**LEO CAPITAL 1 LLP**  
acting by Nigel Hammond as  
Designated Member Representative

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in the presence of:

Witness Signatu

Witness Name:

Witness Address

