

James Barham

TO: AssetCo plc ("**AssetCo**")  
and  
River and Mercantile Group plc ("**R&M**")

FROM: James Barham

25 January 2022

Dear Sir or Madam

### **Proposed acquisition of R&M by AssetCo**

This undertaking (the "**Undertaking**") is given by me in my capacity as a holder of ordinary shares in R&M and not in my capacity as a director of R&M.

#### **1. ACQUISITION**

In this Undertaking, the "**Acquisition**" means the proposed all-share acquisition by AssetCo of the entire issued, and to be issued, ordinary share capital of R&M (other than the shares already owned by AssetCo), to be implemented by way of a court sanctioned scheme of arrangement (the "**Scheme**") under Part 26 of the Companies Act 2006 (the "**Act**") between R&M and the holders of its ordinary shares, and substantially on the terms and conditions to be set out in a firm offer announcement to be made under Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**") (the "**Announcement**") and substantially in the form of the draft of the Announcement provided to me, together with any additional terms and conditions as may be required by the Code and/or any other applicable law or regulation or as AssetCo and R&M may agree.

#### **2. CONDITION OF UNDERTAKING**

The obligations in paragraphs 4, 5, 6, 7 and 11 of this Undertaking are conditional on the Announcement being released no later than 6.30 p.m. (London time) on the date of this Undertaking (or such later date as R&M and AssetCo may agree).

#### **3. OWNERSHIP OF SHARES**

I hereby represent, warrant and undertake to AssetCo and R&M:

- 3.1 I have beneficial interests in (or am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of) the number of ordinary shares of £0.003 each in the capital of R&M ("**R&M Shares**") specified in Part 1 of Schedule 1 (the "**Existing R&M Shares**");
- 3.2 I am also the holder of the number of options and awards over R&M Shares ("**Options**") as are specified in Part 2 of Schedule 1;
- 3.3 the details of the registered holder(s) of the Existing R&M Shares and details of the Options (as set out in Schedule 1) are true and accurate in all respects as at the date of this Undertaking;
- 3.4 save as set out in Schedule 1, I am not interested in any other securities of R&M and I do not have any rights to subscribe, purchase or otherwise acquire any securities of R&M; and
- 3.5 I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to enter into this Undertaking, to perform the obligations in this Undertaking in accordance with its terms, to exercise (or procure the exercise of) all voting rights attaching to the Existing R&M Shares and

otherwise to take all necessary actions to approve the Scheme in respect of, and to transfer, the Existing R&M Shares.

#### 4. DEALINGS AND UNDERTAKINGS

4.1 I irrevocably undertake to AssetCo and R&M that (other than in connection with the Scheme) before this Undertaking lapses in accordance with paragraph 10.1 below, I shall not (and shall procure that the registered holder shall not):

4.1.1 sell, transfer, charge, encumber, create or grant any option or lien over or otherwise dispose of (or permit any such action to occur in respect of) any interest in any R&M Shares or any other shares in R&M issued or unconditionally allotted to, or otherwise acquired by, me or any shares in the capital of R&M in respect of which I become the registered holder or beneficial owner, before then ("**Further R&M Shares**"); or

4.1.2 vote in favour of any resolution to approve an acquisition or any other transaction which is proposed by any person other than AssetCo or which would otherwise hinder or impede the implementation of the Scheme; or

4.1.3 accept, or give any undertaking in each case in my capacity as a shareholder (whether conditional or unconditional) to accept any offer, or approve any offer made or proposed to be implemented by way of a contractual offer, scheme of arrangement or otherwise in respect of securities in R&M by any person other than AssetCo; or

4.1.4 except as a result of Options being awarded, exercised or vesting, until the earlier of (i) this Undertaking lapsing in accordance with paragraph 10, or (ii) the Scheme being approved by the court, acquire or otherwise deal or undertake any dealing in any relevant securities of R&M (or any interest therein) unless the Panel determines and confirms to you that, in respect of such acquisition or dealing, I am not acting in concert with you pursuant to Note 9 to the definition of "Acting in concert" set out in the Code; or

4.1.5 enter into any agreement or arrangement, incur any obligation or give any indication of intent (or permit such circumstances to occur):

(a) to do all or any of the acts referred to in paragraphs 4.1.1, 4.1.2, 4.1.3 and 4.1.4 above; or

(b) in relation to, or operating by reference to, R&M Shares or any Further R&M Shares,

which would or might restrict or impede giving effect to the Scheme by any person or my ability to comply with this Undertaking (and, for the avoidance of doubt, references in this paragraph 4.1.5 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not legally binding or subject to any condition, or which is to take effect upon or following the Scheme lapsing or being withdrawn, or upon or following this Undertaking ceasing to be binding, or upon or following any other event).

4.2 Paragraph 4.1 (if and to the extent applicable) shall not restrict me from selling or disposing of such number of R&M Shares or Further R&M Shares (or interest in such shares):

4.2.1 to cover my liability for tax and employee national insurance or other social security contributions arising as a result of or otherwise in respect of the grant, vesting or exercise of any Options; or

4.2.2 as part of my *bona fide* tax planning, and provided always that prior to any such disposal (i) the intended transferee or beneficiary enters into an undertaking in favour of AssetCo in terms no less favourable to AssetCo than those set out herein and which does not contain this paragraph 4.2 or any clause similar to it; (ii) I notify AssetCo no

less than five business days before such disposal of those terms in their entirety and (other than in relation to any transfer to my spouse or a related family trust) obtain AssetCo's consent for the transfer, such consent not to be unreasonably withheld or delayed; and (iii) such undertaking includes a term obliging the intended transferee or beneficiary to send to AssetCo an executed and dated version of the undertaking (in any form) on the day that it is executed and dated.

## 5. UNDERTAKING TO VOTE IN FAVOUR OF THE SCHEME

5.1 I hereby irrevocably undertake on the terms of this paragraph 5 in respect of the Existing R&M Shares and the Further R&M Shares (together, the "**Shares**").

5.2 I hereby irrevocably undertake to AssetCo and R&M:

5.2.1 to exercise all voting rights attaching to my Shares to vote in favour of all resolutions required to give effect to the Scheme (including any condition thereto), and any related matters, proposed at any general or class meeting (including any adjournment thereof) ("**General Meeting**") and Court-convened meeting ("**Court Meeting**") of R&M to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;

5.2.2 to (i) execute (or instruct the registered holder to execute) all relevant forms of proxy in respect of all of my Shares validly appointing the Chair of such meetings (or any person nominated by AssetCo) to vote at any General Meeting or Court Meeting (or any adjournment thereof) in respect of the resolutions to approve the Scheme and any related matters; and (ii) lodge (or instruct the registered holder to lodge) such executed forms of proxy by 1.00 p.m. on the tenth business day after R&M publishes the scheme document setting out the terms and conditions of the Scheme (the "**Scheme Document**") (or, in respect of Further R&M Shares, by 1.00 p.m. on the date which is the fifth business day after acquiring an interest in such shares, if later); and

5.2.3 not to revoke or amend any proxy submitted in accordance with paragraph 5.2.2, either in writing or by attendance at any General Meeting or Court Meeting (or any adjournment thereof) or otherwise.

5.3 In the event that the Scheme is modified or amended pursuant to the requirements of, or with the approval of, the Court and in accordance with the terms of the Scheme, I confirm and agree that (except where such modification or amendment would materially adversely affect my rights or interests as a R&M shareholder) this Undertaking shall continue to be binding *mutatis mutandis* in respect of the Shares.

5.4 I undertake that AssetCo will acquire the Shares pursuant to the Scheme which provides for the transfer of the Shares to AssetCo, free from any lien, charge, option, equity, encumbrance or other third party interest of any nature whatsoever and together with all rights of any nature attaching or accruing to them, including the right to all dividends or other distributions (if any) declared, made or paid after the date of the Announcement (other than as set out in the Announcement).

## 6. POWER OF ATTORNEY

6.1 In order to secure the performance of my obligations under this Undertaking, I irrevocably appoint any director of AssetCo jointly and severally to be my attorney in my name and on my behalf to sign or execute forms of proxy and/or such other deeds or documents and to do such other acts and things as may be necessary or desirable for the purpose of giving effect to my obligations under this Undertaking in respect of the Shares. However, the appointment shall only take effect if I have failed to comply with any of my obligations under paragraphs 4, 5, 7 or 11 of this Undertaking.

6.2 I acknowledge that this power of attorney is given by way of security and is irrevocable until this Undertaking lapses in accordance with paragraph 10.1.

## **7. VOTING RIGHTS AND PREJUDICIAL ACTION**

I hereby irrevocably undertake that:

- 7.1 I shall not exercise (or procure the exercise of) any of the voting rights attached to the Shares at the Court Meeting or the General Meeting other than in accordance with this Undertaking;
- 7.2 I shall otherwise exercise (or procure the exercise of) the voting rights attached to the Shares on any resolution which would assist implementation of the Scheme if it were passed or rejected at a general, class or other meeting of R&M shareholders only in accordance with AssetCo's directions (including the requisition or joining in the requisition of any general or class meeting of R&M);
- 7.3 I shall not requisition, or join in the requisitioning of, any general or class meeting of R&M for the purposes of voting on any resolution to approve an acquisition or any other transaction or corporate action which is proposed in competition with or which would otherwise be reasonably expected to frustrate, impede or delay the Acquisition; and
- 7.4 I shall not exercise (nor procure the exercise of) the voting rights attached to the Shares for any resolution which might prevent or delay implementation of the Scheme.
- 7.5 For the purposes of this paragraph 7, I shall execute any form of proxy required by AssetCo appointing any person nominated by AssetCo to attend and vote at the relevant meeting (or any adjournment thereof).

## **8. CONSENTS**

I agree to:

- 8.1 promptly inform you of all information in relation to the Shares you may require in order to comply with the requirements of the Code, the Panel, the Court or of other applicable law or regulation and immediately notify you in writing of any material change in the accuracy or import of any such information and consent to the public disclosure of such information;
- 8.2 the inclusion of references to me and the registered holder of any of the Shares in which I have (or will have as the case may be) a beneficial interest and to particulars of this Undertaking in the Announcement;
- 8.3 particulars of this Undertaking being set out in any other announcement or document issued in connection with the Acquisition and in the Scheme Document; and
- 8.4 this Undertaking being available for inspection during the offer period (and any related competition reference period) in accordance with Rule 26.2 of the Code or the Listing Rules of the Financial Conduct Authority or its successor from time to time.

## **9. ANNOUNCING AND PROCEEDING WITH THE ACQUISITION**

I acknowledge that the release of the Announcement is at AssetCo's absolute discretion. For the avoidance of doubt, nothing in this Undertaking shall oblige AssetCo to announce or proceed with the Scheme or the Acquisition.

## **10. LAPSE OF UNDERTAKING**

- 10.1 All of my obligations pursuant to this Undertaking will lapse and cease to have effect on the earlier of the following occurrences:
  - 10.1.1 the Announcement not having been released by 6.30 p.m. (London time) on the date of this Undertaking (or such later date as R&M and AssetCo may agree); or

- 10.1.2 AssetCo announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement offer or scheme is announced in accordance with Rule 2.7 of the Code at the same time; or
  - 10.1.3 the Scheme lapses or is withdrawn in accordance with its terms and AssetCo publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition by way of a takeover offer (as such term is defined in section 974 of the Act) (a "**Takeover Offer**") or otherwise; or
  - 10.1.4 the Scheme has not become effective by 6.00 p.m. (London time) on the Long Stop Date (as defined in the Announcement) (or such later time and/or date as agreed between AssetCo and R&M, with the approval of the Court and/or the Panel if required) (other than in circumstances where AssetCo has, prior to such date, elected to exercise its right to proceed by way of a Takeover Offer and announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code, and such Takeover Offer has not lapsed or been withdrawn); or
  - 10.1.5 the date on which any competing offer for the entire issued and to be issued share capital of R&M is declared wholly unconditional or, if implemented by way of a scheme of arrangement, becomes effective.
- 10.2 If my obligations in this Undertaking lapse, I shall have no claim against AssetCo or R&M and neither AssetCo nor R&M shall have any claim against me, other than in respect of any prior breach of any of the terms of this Undertaking.

## 11. **SCHEME OF ARRANGEMENT OR TAKEOVER OFFER**

I note that AssetCo reserves the right to implement the Acquisition by way of a Takeover Offer. In the event that it is so implemented, I confirm and agree that this Undertaking shall continue to be binding *mutatis mutandis* in respect of the Shares and all references to the Scheme shall, where the context permits, be read as references to the Takeover Offer (or to both the Scheme and the Takeover Offer, as appropriate). Notwithstanding the generality of the foregoing, references in this Undertaking:

11.1.1 to voting in favour of the Scheme and voting in favour of the resolutions to be proposed at the Court Meeting and/or the General Meeting shall be read as references to accepting the Takeover Offer, which acceptances in such circumstances shall be tendered within ten business days of publication of the formal document containing the Takeover Offer (the "**Offer Document**") to R&M shareholders and, even if the terms of the Takeover Offer give accepting shareholders the right to withdraw acceptances, I shall not withdraw (nor shall I procure the withdrawal of) my acceptances in respect of the Shares. I further undertake, if so required by AssetCo, to execute (or procure the execution of) all such other documents or do (or procure the doing of) such other acts as may be necessary or desirable for the purpose of giving AssetCo the full benefit of my undertakings;

11.1.2 to the Scheme becoming effective shall be read as references to the Takeover Offer becoming unconditional in all respects; and references to the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Takeover Offer; and

11.1.3 to the Scheme Document shall be read as references to the Offer Document.

## 12. **OTHER**

- 12.1 Any time, date or period referred to in this Undertaking may be extended by mutual agreement but, as regards any time, date and period originally fixed or as extended, time shall be of the essence.

- 12.2 I agree that damages would not be an adequate remedy for breach of this Undertaking and, accordingly, AssetCo shall be entitled to the remedies of specific performance, injunction or other equitable remedies.
- 12.3 The ejusdem generis principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.
- 12.4 In this Undertaking, references to:
- 12.4.1 "**Acquisition**" shall include any new, increased, renewed or revised acquisition proposals made by or on behalf of AssetCo;
  - 12.4.2 "**Code**" means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;
  - 12.4.3 "**Panel**" means the Panel on Takeovers and Mergers;
  - 12.4.4 "**business day**", "**dealing**" and "**offer period**" shall be construed in accordance with the Code;
  - 12.4.5 being "**interested in**" or having "**interests in**" shares or securities shall be construed in accordance with the Code; and
  - 12.4.6 "**relevant securities**" shall be construed in accordance with the Code.

### 13. **GOVERNING LAW AND JURISDICTION**

This Undertaking and all non-contractual obligations arising from or in connection with this Undertaking are governed by and construed in accordance with English law. I submit to the exclusive jurisdiction of the English courts to settle any dispute arising from or connected with this Undertaking (a "**Dispute**") (including a dispute regarding the existence, validity or termination of this Undertaking or relating to any non-contractual or other obligation arising out of or in connection with this Undertaking or its formation). I agree that the English courts are the most appropriate and convenient courts to settle any Dispute and accordingly will not argue to the contrary.

**IN WITNESS** whereof I have executed this Undertaking as a deed and it is hereby delivered on the day and year first before written.

**SCHEDULE 1****PART 1****Existing R&M Shares**

<b>1</b>	<b>2</b>	<b>3</b>
<b>No. of ordinary shares of £0.003 in R&amp;M</b>	<b>Exact name(s) of registered holder as appearing on the register of members</b>	<b>Name(s) of beneficial holders</b>
1,677,226	████████████████████	James Barham

**PART 2****Share Options**

<b>Description of award/option</b>	<b>Date of award</b>	<b>Number of shares</b>	<b>Exercise price</b>	<b>Vesting date</b>	<b>Expiry date</b>
2019 LTIP (contingent share award under DEP Rules)	12 November 2019	569,170	N/A	30 June 2022	30 June 2022
2020 SAYE Scheme	8 April 2020	11,749	£1,568	7 April 2023	7 October 2023
Value Transformation Plan	15 January 2021	N/A	Nil	2023 – 2025	14 December 2030

Dated: 25 January 2022

Signed as a deed by  
James Barham

[Redacted signature]

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in the presence of:

[Redacted signature]

Signature of witness:

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Name of witness:

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Address of witness:

[Redacted address]

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Occupation of witness:

[Redacted occupation]

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