

*Execution version*  
**Mr Mike Faulkner**

TO: AssetCo plc ("**AssetCo**")  
FROM: Mr. Mike Faulkner

08 March 2022

Dear Sir or Madam

**Proposed acquisition of River & Mercantile Group PLC ("R&M") by AssetCo**

**1. ACQUISITION**

In this Undertaking, capitalised terms have the same meaning as set out in the firm offer announcement made by AssetCo under Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**") on 25 January 2022 (the "**Announcement**") unless the context otherwise requires.

**2. OWNERSHIP OF SHARES**

2.1 We hereby warrant and undertake to AssetCo that:

2.1.1 we are the registered holder of and have beneficial interests in (or are 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 Schedule 1 (the "**Existing R&M Shares**"); and

2.1.2 we have full power and authority and the right (free from any legal or other restrictions) 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.

**3. DEALINGS AND UNDERTAKINGS**

3.1 We irrevocably undertake to AssetCo that (other than in connection with the Scheme) before this Undertaking lapses in accordance with paragraph 7.1 below, we shall not:

3.1.1 sell, transfer or otherwise dispose of (or permit any such action to occur in respect of) any interest in any R&M Shares; or

3.1.2 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

3.1.3 accept, or give any undertaking (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

3.1.4 until the earlier of (i) this Undertaking lapsing in accordance with paragraph 7, 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, we are not acting in concert with you pursuant to Note 9 to the definition of "Acting in concert" set out in the Code; or

3.1.5 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 3.1.1, 3.1.2, 3.1.3 and 3.1.4 above; or
- (b) in relation to, or operating by reference to, R&M Shares,

which would or might restrict or impede giving effect to the Scheme by any person or our ability to comply with this Undertaking.

#### 4. **UNDERTAKING TO VOTE IN FAVOUR OF THE SCHEME**

4.1 We hereby irrevocably undertake on the terms of this paragraph 4 in respect of the Existing R&M Shares (the "**Shares**").

4.2 We hereby irrevocably undertake to AssetCo:

4.2.1 to exercise all voting rights attaching to our 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;

4.2.2 to (i) execute (or instruct the registered holder to execute) all relevant forms of proxy in respect of all of our 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**"); and

4.2.3 not to revoke or amend any proxy submitted in accordance with paragraph 4.2.2, either in writing or by attendance at any General Meeting or Court Meeting (or any adjournment thereof) or otherwise.

4.3 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, we confirm and agree that (except where such modification or amendment would materially adversely affect our rights or interests as a R&M shareholder) this Undertaking shall continue to be binding *mutatis mutandis* in respect of the Shares.

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

5.1 We hereby irrevocably undertake that:

5.1.1 we 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; and

5.1.2 we 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).

#### 6. **CONSENTS**

6.1 We agree to:

- 6.1.1 the inclusion of references to us and the registered holder of any of the Shares in which we have (or will have as the case may be) a beneficial interest and to particulars of this Undertaking in the Scheme Document and in any other announcement or document issued in connection with the Acquisition; and
- 6.1.2 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.

## 7. LAPSE OF UNDERTAKING

- 7.1 All of our obligations pursuant to this Undertaking will lapse and cease to have effect on the earlier of the following occurrences:
  - 7.1.1 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
  - 7.1.2 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
  - 7.1.3 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
  - 7.1.4 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.

## 8. SCHEME OF ARRANGEMENT OR TAKEOVER OFFER

We note that AssetCo reserves the right to implement the Acquisition by way of a Takeover Offer. In the event that it is so implemented, we 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).

## 9. OTHER

- 9.1 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.
- 9.2 We 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.
- 9.3 In this Undertaking, references to:
  - 9.3.1 "**Acquisition**" shall include any new, increased, renewed or revised acquisition proposals made by or on behalf of AssetCo;
  - 9.3.2 "**Code**" means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

9.3.3 **"Panel"** means the Panel on Takeovers and Mergers; and

9.3.4 **"business day"**, **"dealing"**, being **"interested in"** or having **"interests in"** shares or securities, **"offer period"** and **"relevant securities"** shall be construed in accordance with the Code.

9.4 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. We submit to the exclusive jurisdiction of the English courts to settle any dispute arising from or connected with this Undertaking.

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

**SCHEDULE 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>
<b>4,063,071</b>	<b>Mr Mike Faulkner</b>	<b>Mr Mike Faulkner</b>

# Where more than one, indicate number of shares attributable to each.

Dated: 8 March 2022

Signed as a deed by ) [Redacted]  
Mike Faulkner )  
) .....

in the presence of: [Redacted]  
Signature of witness: .....  
Name of witness: .....

Address of witness: [Redacted]  
.....  
.....

Occupation of witness: [Redacted] .....