

16 February 2022

To: The Directors  
Summerway Capital Plc  
32-33 Cowcross Street, London,  
EC1M 6DF

Dear Sirs,

**Summerway Capital PLC (the “Company”)**

I refer to the draft notice convening a general meeting of the Company in March 2022 (the “**General Meeting**”) contained in the draft admission document relating to the Company (“**Admission Document**”) which is proposed to be published on or around 23 February 2022, a proof of which is attached.

I hereby warrant, represent and irrevocably and unconditionally undertake to the Company as follows:

1. (a) I am the beneficial and, subject to paragraph 7(a), the registered holder of 50,000 ordinary shares of £0.01 each in the capital of the Company (the “**Shares**”). All of the Shares are fully paid up or credited as fully paid up, and I will remain the beneficial holder of the Shares until such time as the vote upon each of the resolutions tabled at the General Meeting or any adjournment thereof (the “**Resolutions**”) has been taken or the proposal to put the Resolutions has been abandoned;
- (b) the Shares are free from all charges, liens and other encumbrances, equity or other third party rights of any nature whatsoever; and
- (c) I am entitled to cast the votes attaching to the Shares and will remain entitled to cast such votes until such time as the vote upon each of the Resolutions has been taken or the proposal to put the Resolutions has been abandoned.
2. In respect of the Resolutions, I will vote in person or by proxy, or will otherwise procure that the votes attaching to my Shares are cast, in favour of the proposed Resolutions, provided that the Resolutions are substantially in the form set out in the notice attached to the Admission Document.
3. Until such time as the vote upon each of the Resolutions has been taken or the proposal to put the Resolutions has been abandoned, I will not sell, transfer, charge, encumber, pledge or grant any option over or otherwise dispose (directly or indirectly whether beneficially, legally or otherwise) of any of the Shares or any interest in any of the Shares or permit any of the foregoing, nor enter into any agreement or arrangement (whether conditional or not) to do any of the foregoing, nor accept (or permit to be accepted) any offer in respect of all or any of the Shares. I will not convene any meeting of the members of the Company in my capacity as a shareholder, nor exercise or permit the exercise of the voting rights attaching to the Shares that I hold at the date of the General Meeting in any manner which would or might frustrate the passing of the Resolutions.
4. I have and will have at all relevant times the requisite power and authority to give this undertaking and to perform my obligations hereunder and such action does not and will not require any consent or approval which has not already been given, will not result in any breach or default of any agreement, undertaking, order, judgement or decree to which I am a party or by which I may be bound and will not result in any breach or default under the law of any country.

5. I consent to the inclusion of references to this irrevocable undertaking and the contents and/or subject matter of this irrevocable undertaking, and my intentions in the Admission Document and any related announcements.
6. Pending a public announcement of the Fundraising, the Acquisition, and the Application and Admission (each as defined in the Admission Document), I shall neither disclose to any person any information whatsoever in respect of the Fundraising, the Acquisition, and the Application and Admission (other than to the Company or its advisers) nor deal in any securities of the Company, whether on or off market.
7. I recognise and acknowledge that if I should fail to fulfil my obligations as set out in this letter, or should otherwise be in breach of any of my obligations under this undertaking, damages in the form of a liquidated sum would not be an adequate remedy and that the Company shall be entitled to the remedy of specific performance and other equitable relief and that no proof of special damages shall be necessary for enforcement of this undertaking.
8. The following additional provisions apply to this undertaking:
  - (a) to the extent that any of the Shares are not registered in my name, I will procure the registered holder to act in accordance with the terms of this letter;
  - (b) any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence;
  - (c) this undertaking shall be binding on my successors and personal representatives;
  - (d) this undertaking shall be governed by and construed in accordance with English law and I agree to submit to the exclusive jurisdiction of the English courts; and
  - (e) the agreement set out in this letter shall cease to have effect on 1 June 2022.
9. I acknowledge that I have been given a realistic and fair opportunity to consider whether or not I should give the undertakings in this letter and to obtain independent advice about the nature of such undertakings.
10. This letter is governed by and shall be construed in accordance with English law. The courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this letter and, for these purposes, each party submits to the jurisdiction of the courts of England.

**SIGNED and DELIVERED as a DEED by** )  
**Mark Farmiloe** )

in the presence of: )

Witness:

Name:

Address:

Occupation:

