

IRREVOCABLE UNDERTAKING: DIRECTOR

To: Rosen's Diversified, Inc. ("**Bidder**" or "**you**")
8101 34th Avenue South
Suite 400
Bloomington
MN 55425
United States of America

24 August 2020

Dear Sirs

PROPOSED ACQUISITION OF COLLAGEN SOLUTIONS PLC ("**TARGET**") – IRREVOCABLE UNDERTAKING

1. Introduction

- 1.1 I understand that the Bidder intends to acquire all of the issued and to be issued ordinary shares of £0.01 each in the Target other than those already owned by the Bidder substantially on the terms, and subject to the conditions, set out in the draft Rule 2.7 announcement attached as Part B of the Schedule, subject to such non-material modifications to the Announcement as may be agreed between the Bidder and the Target (the "**Announcement**"). I also understand that Bidder has the right, subject to the consent of the Panel, to elect to implement the Acquisition by means of a Scheme as set out in the Announcement.
- 1.2 In consideration of the Bidder releasing the Announcement I undertake, confirm, represent, warrant and agree with the Bidder on the terms set out in this letter.
- 1.3 Unless otherwise defined, capitalised terms used in this letter are defined in paragraph 9.1.

2. Interests in the Target's shares

- 2.1 I warrant and represent to you that:
- 2.1.1 I am the registered holder and/or beneficial owner of (or am otherwise able to control, for the purposes of this letter, the exercise of all rights attaching to) the shares in the capital of the Target specified in column 1 of Part A of the Schedule ("**Existing Shares**") which are held fully paid and free of all encumbrances, rights of pre-emption and third party rights of any kind;
- 2.1.2 I have been granted options and awards over shares in the Target under the Target's share scheme(s) ("**Share Scheme(s)**") as specified in column 2 of Part A of the Schedule ("**Awards**"), the Awards are still subsisting and I am beneficially entitled to the Awards;
- 2.1.3 Part A of the Schedule contains complete, full and accurate details of all the shares, options, warrants and other securities in the capital of the Target of which I am the registered holder, beneficial owner or controller and, other than as set out in this paragraph 2.1, I do not have any other interest in any securities of the Target or any right to subscribe, purchase or otherwise acquire any such interest; and
- 2.1.4 I have full power, authority and the right, free from any legal or other restrictions, and will at all times (until this letter terminates under paragraph 8.1) continue to have all relevant power, authority and right, to enter into and perform my Obligations.

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3. Acceptance of the Offer and Awards proposal

3.1 I undertake to you that (unless the Acquisition is implemented by way of the Scheme):

3.1.1 I will be able to and I shall accept or, where applicable, procure the acceptance of, the Offer in accordance with paragraph 3.2 in respect of the Shares;

3.1.2 notwithstanding any rights of withdrawal in the Acquisition Document or otherwise conferred by any Relevant Requirements, I shall not withdraw or otherwise revoke any acceptance of the Offer in respect of any of the Shares and will not cause or permit the registered holder of any of the Shares to do so;

3.1.3 the Shares will be transferred pursuant to the Offer with full title guarantee free from any lien, charge or other encumbrance or equity or other third party right of any nature and with all rights of any nature now or at any time attaching or accruing to them, including the right to all dividends and distributions declared or paid after the date of this letter; and

3.1.4 I shall from time to time promptly complete, execute and deliver such documents and do all such other things as shall be necessary to give full effect to each of my Obligations.

3.2 I shall fulfil the undertaking in paragraph 3.1.1 in accordance with the procedure for acceptance set out in the Acquisition Document:

3.2.1 no later than 1.00 p.m. on the tenth business day after the publication of the Acquisition Document; or

3.2.2 if later, in relation to Shares falling within paragraphs 5.1.1.2 or 5.1.1.3, not later than 1.00 p.m. on the tenth business day after publication of the Acquisition Document and two business days after I become their registered holder or beneficial owner (or I otherwise become entitled to exercise all rights/interests in respect of them).

3.3 I further undertake to you that I shall accept any proposal made by the Bidder to the holders of Awards under the Share Scheme(s) which comply with the requirements of the Code in respect of my Awards, to the extent that the same have not lapsed or been exercised, no later than 1.00 p.m. on the fifth business day after receipt of such proposal, or otherwise allow such Awards to lapse.

4. Dealings

4.1 I further undertake to you that I shall not and I shall procure that the registered holder of any Shares shall not:

4.1.1 sell, transfer, encumber or otherwise dispose of, or grant any option or other right over any of the Shares or any interest in them except pursuant to the Acquisition, except that:

4.1.1.1 I may with the Bidder's prior written consent (not to be unreasonably withheld or delayed) transfer (or procure the transfer of) some or all of my interest in any Shares (in one or more transactions) to one or more of my close relatives and/or related trusts (as defined in the Code) provided that:

(a) such transfer is undertaken as part of my bona fide tax planning; and

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- (b) on or before such transfer the transferee or beneficiary has entered into an undertaking in favour of the Bidder on terms no less favourable to the Bidder than those set out herein; and
- 4.1.1.2 subject to informing the Bidder in writing in advance of my intention (including the number of Shares proposed to be transferred), I may transfer (or procure the transfer of) some or all of my interest in any Shares (in one or more transactions) to satisfy or meet any liability to income tax, national insurance contributions or other social security contributions arising from the grant, exercise or vesting of any Awards in connection with the Acquisition or the proposals to be made by the Bidder in respect of the Awards;
- 4.1.2 accept any other offer made or proposed to be made in respect of any of the Shares or vote in favour of any resolution to approve any scheme of arrangement, merger or other business combination of the Target in competition with the Acquisition;
- 4.1.3 except for securities attributable to or derived from any of the Shares or Share Schemes or pursuant to the exercise of Awards, acquire any interest in any securities of the Target or in any other securities, options or derivatives referenced to the share capital of the Target and/or the price of the Target's shares; or
- 4.1.4 enter into any agreement or arrangement or give any indication of intent, or permit the registered holder or beneficial owner of the Shares to enter into any agreement or arrangement or give any indication of intent (in any case whether conditionally or unconditionally and whether or not legally binding) to do any of the acts referred to in paragraphs 4.1.1 to 4.1.3 or which would restrict or preclude me from complying with any of my Obligations, including any agreement, arrangement, obligation or indication of intent which is to take effect following termination of this letter,

provided that, the undertakings given by me in this letter are given by me solely in relation to my interest in the Shares and shall not restrict any actions taken by me in any capacity as a director of the Target or any of its subsidiaries, subsidiary undertakings or associated companies.

- 4.2 Without prejudice to my undertakings in paragraph 4.1, I shall notify the Bidder promptly of details of any dealings by me, my close relatives and any related trusts (as defined in the Code) in any shares of the Target as soon as reasonably practicable and, in any event, before 10.00 a.m. on the business day following the relevant dealing.

5. Exercise of voting rights

- 5.1 From the time the Bidder releases the Announcement to the date on which this letter terminates, I undertake to you that I shall exercise (or procure the exercise of):
 - 5.1.1 the votes attached to:
 - 5.1.1.1 the Existing Shares;
 - 5.1.1.2 any other shares in the Target of which I may become the registered holder or beneficial owner or in respect of which I may otherwise become entitled to exercise all rights/interests after the date of this letter whether pursuant to the Awards or otherwise; and
 - 5.1.1.3 any other shares in the Target attributable to or derived from any shares referred to in paragraphs 5.1.1.1 or 5.1.1.2,

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collectively the "**Shares**" on a Relevant Resolution (as defined below in paragraph 5.4); and

5.1.2 the rights attached to the Shares to requisition or join in the requisition of any general or class meeting of the Target for the purpose of considering a Relevant Resolution,

in each case only as directed by the Bidder.

5.2 For the purposes of voting on a Relevant Resolution, I shall execute (or shall procure that the registered holder of any Shares shall execute) and return (or procure the return of) any form of proxy required by the Bidder appointing any person nominated by the Bidder to attend and vote at the relevant meeting of the Target.

5.3 Without prejudice to paragraph 5.2 and if the Acquisition is implemented by means of the Scheme, I shall within ten business days after the posting of the Acquisition Document (without prejudice to any right I have to attend and vote in person at a General Meeting or a Court Meeting):

5.3.1 execute and return (or procure the execution and return by the registered holder of any Shares) the forms of proxy enclosed with the Acquisition Document in accordance with the instructions printed on them; and

5.3.2 if applicable, in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Target or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions,

in each case instructing the proxy to vote in favour of the resolutions to implement the Acquisition.

5.4 A "**Relevant Resolution**" is:

5.4.1 a resolution proposed at a General Meeting or a Court Meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way;

5.4.2 a resolution to adjourn a meeting at which a resolution falling within paragraph 5.4.1 is to be considered; and

5.4.3 any resolution to amend a resolution falling within paragraph 5.4.1 or 5.4.2.

5.5 I undertake to you that prior to the Acquisition becoming wholly unconditional or effective or my Obligations terminating in accordance with this letter, I shall and (if applicable) I shall procure that the registered holder of any Shares shall (unless otherwise instructed by the Bidder, and without restricting any actions taken by me in any capacity as a director of the Target):

5.5.1 not requisition, or join in requisitioning, any general or class meeting of the Target which would or might restrict or impede the Offer becoming unconditional or, if applicable, the Scheme becoming effective; and

5.5.2 vote against any resolution of Target shareholders to approve any scheme of arrangement, merger or other business combination of the Target in competition with the Acquisition.

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6. Consents

I consent to:

- 6.1 a copy of this letter being disclosed to the Panel;
- 6.2 the inclusion of references to me and details of this letter being set out in the Announcement substantially in the terms attached, in the Acquisition Document and in any other related or ancillary announcement or document as required by the Code; and
- 6.3 this letter being available for inspection as required by the Code.

7. Secrecy and market abuse

- 7.1 Except to any extent required by any Relevant Requirements, I shall keep secret and confidential:

- 7.1.1 the possibility, terms and conditions of the Acquisition and the existence and terms of this letter; and
- 7.1.2 details of our discussions relating to the Acquisition (whether before or after the release of the Announcement),

except in each case to the extent that such matters are made public through the issue of the Announcement or any other documentation relating to the Acquisition and provided that I may disclose the same on a similarly confidential basis to the Target, its advisers and my advisers. The obligations in this paragraph 7.1 shall survive termination of this letter.

- 7.2 To the extent any information you have given to me in relation to the Acquisition is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation No. 596/2014, I will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.
- 7.3 Nothing in this letter shall restrict me in joining with the board of the Target to make any announcement or publicly identify the Bidder as required by Rule 2.3(d) of the Code (subject to any dispensation granted by the Panel).

8. Termination

- 8.1 This letter shall terminate, and all Obligations will lapse and cease to have effect (except as otherwise expressly stated), on the date the Offer becomes or is declared unconditional in all respects, or if applicable the Scheme becomes effective, or prior to that date if:

- 8.1.1 the Announcement is not released by 8.00 a.m. on 1 September 2020 or such later date as the Bidder and the Target may agree;
- 8.1.2 the Acquisition Document is not published within 28 days of the date of release of the Announcement (or within such longer period as the Panel and the Target may agree); or
- 8.1.3 the Acquisition lapses or is withdrawn (including where the Bidder announces with the consent of the Panel and before publication of the Acquisition Document that it does not intend to proceed with the Acquisition), provided that this paragraph 8.1.3 shall not apply:
 - 8.1.3.1 where the Acquisition is withdrawn or lapses as a result of the Bidder exercising its right to implement the Acquisition by way of a Scheme rather than by way of an Offer; or

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8.1.3.2 if a new, revised or replacement takeover offer (within the meaning of section 974 of the Companies Act 2006) or scheme of arrangement (pursuant to Part 26 of the Companies Act 2006) is or has been announced by the Bidder, in accordance with Rule 2.7 of the Code, within seven (7) business days of the lapse or withdrawal of the Acquisition, provided that the terms of such new, revised or replacement takeover offer or scheme of arrangement are no less favourable to all shareholders of the Target as the terms set out in the Announcement (in which case this letter shall continue to apply in respect of such new, revised or replacement offer or scheme so that references to the Acquisition shall be read as references to such new, revised or replacement offer or scheme and references to the Announcement shall be read as references to the Bidder's announcement of such new, revised or replacement offer or scheme).

8.2 On termination of this letter, neither party shall have any claim against the other save in respect of any prior breach.

8.3 Nothing in this letter shall oblige the Bidder to announce the Acquisition or, if announced, to make the Acquisition, if it is not required to do so by the Relevant Requirements.

9. Interpretation

9.1 In this letter the following defined terms shall apply:

"Acquisition" means the proposed acquisition by the Bidder of the entire issued and to be issued ordinary share capital of the Target not already owned by the Bidder which may be implemented by way of an Offer or a Scheme, and includes any new, revised, improved or increased offer by or on behalf of the Bidder to acquire shares in the Target provided that the terms of such new, revised, improved or increased offer are no less favourable to all shareholders of the Target as the terms set out in the Announcement (and, if made by a subsidiary or subsidiary undertaking of the Bidder, all references to **"you"** or the **"Bidder"** shall be deemed to include that subsidiary or subsidiary undertaking);

"Acquisition Document" means the formal document containing the terms of the Offer (or, if applicable, the explanatory statement to be issued by the Target under section 897 of the Companies Act 2006 in respect of the Scheme);

"business day", **"offer"** and **"offer period"** have the meanings set out in the Code;

"Code" means the City Code on Takeovers and Mergers;

"Court Meeting" means, in connection with a Scheme, any meeting of the shareholders of the Target convened by an order of a court (including any adjournments or postponements thereof) in order for the shareholders of the Target to consider, and if thought fit approve, the Scheme;

"General Meeting" means, in connection with a Scheme, any general meeting of the shareholders of the Target (including any adjournments or postponements thereof) convened in order for the shareholders of the Target to consider, and if thought fit, authorise the directors of the Target to implement the Scheme and to approve any related matters;

being **"interested in"** or having an **"interest in"** shares or securities shall be interpreted in accordance with the Code and Part 22 of the Companies Act 2006;

"Obligations" means each and all of my undertakings, agreements, warranties, representations, appointments and consents set out in this letter;

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"Offer" means the Acquisition implemented by way of a takeover offer within the meaning of section 974 of the Companies Act 2006;

"Panel" means the Panel on Takeovers and Mergers;

"Relevant Requirements" means the requirements of the Code, the Panel, any applicable law or regulation, the High Court of Justice in England and Wales, the Financial Conduct Authority, London Stock Exchange plc, the Market Abuse Regulation, the AIM Rules for Companies, the Prospectus Rules and the Disclosure Guidance and Transparency Rules, or the requirements of any other relevant regulatory authority;

"Scheme" means a scheme of arrangement pursuant to Part 26 of the Companies Act 2006; and

"subsidiary" includes subsidiary undertaking, both terms having the meanings set out in the Companies Act 2006.

9.2 References to time are references to the time in London, United Kingdom.

9.3 Any time, date or period referred to in this letter may be varied by mutual agreement between the parties but, as regards any time, date or period originally fixed or so varied in accordance with this paragraph, time shall be of the essence.

10. Obligations

10.1 Except to the extent otherwise specified in this letter, my Obligations are unconditional and irrevocable.

10.2 In respect of any Shares not registered in my name, I undertake to procure that their registered holder(s) comply with the Obligations.

10.3 This letter has been signed in my capacity as a shareholder (including, where appropriate, in my capacity as beneficial owner of the Shares and/or as a person able to control the exercise of all rights, including voting rights, attaching to the Shares) and not in any other capacity. For the avoidance of any doubt, this letter shall not restrict any actions taken by me in any capacity as a director of the Target or any of its subsidiaries or associated companies.

11. Whole agreement

This letter contains the whole agreement between us relating to the subject matter of this letter at the date of this letter to the exclusion of any terms implied by law which may be excluded by contract. I acknowledge that I have not been induced to sign this letter by any representation, warranty or undertaking not expressly incorporated into it.

12. Specific performance

I acknowledge and agree that damages may not be an adequate remedy for breach of any of my Obligations and that, without prejudice to any other remedies you may have, you shall be entitled to the remedies of injunction, specific performance and other equitable relief.

13. Power of attorney

I irrevocably appoint, by way of security for the performance of my Obligations, any director of the Bidder to be my attorney in my name and on my behalf in my capacity as a shareholder of the Target to do all things and to sign, execute and deliver all deeds and documents as may be necessary to accept the Offer, or if applicable to sign, execute and deliver any form of proxy required by the Bidder appointing any person nominated by the Bidder to attend and vote on any Relevant Resolution and to do all such other acts and things as may be necessary for or

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incidental to approving the Offer, or if applicable the Scheme, and/or the performance of any of my other Obligations, if I fail to comply with any such Obligation contained in paragraph 3 or, where applicable, paragraph 5 of this letter within the relevant time specified for compliance and I irrevocably undertake to ratify such act if called upon to do so.

14. General

- 14.1 This letter (except to the extent it relates to my position as a director of the Target) will bind my estate and personal representatives.
- 14.2 No term of this letter is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.
- 14.3 The invalidity, illegality or unenforceability of any provision of this letter shall not affect the continuation in force of the remainder of this letter.

15. Governing law

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England. I submit to the exclusive jurisdiction of the courts of England and Wales for all purposes in relation to this letter.

I intend this letter to be a deed and sign and deliver it as a deed.

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THE SCHEDULE

Part A

No. of Existing Shares	No. of Awards	Name and address of registered holder	Name and address of beneficial owner
550,817	Awards over 4,336,000 ordinary shares in the Target	Hilary Spence, c/o Collagen Solutions plc, C/o Shepherd And Wedderburn LLP, Condor House, 10 St. Paul's Churchyard, London, EC4M 8AL	Hilary Spence, c/o Collagen Solutions plc, C/o Shepherd And Wedderburn LLP, Condor House, 10 St. Paul's Churchyard, London, EC4M 8AL

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THE SCHEDULE

Part B

Draft Rule 2.7 Announcement

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Executed as a deed, but not delivered until the)
first date specified on page 1, by **Hilary**)
Spence)
in the presence of:)

Signature



Witness signature



Witness name
(block capitals)

Elaine Belt

Witness address

o/c CALAVER SAUTER
ROBROUSTON QVA
GLASGOW G3 3 1AP