

Title: Am I reading this right? Ryan Cohen RC Ventures Standstill Agreement ONLY ENDS 9th FEB - Part of this includes the Ability to Suggest Company Acquisitions, Mergers, BUSINESS COMBINATION (Loopring??) - I thought he got complete freedom last year?? Credit to Quadrillionth_beep for pointing this out.

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(i) acquire, seek or propose (publicly or otherwise) or agree to acquire, beneficial ownership, directly or indirectly and acting alone or in concert, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a partnership, limited partnership, syndicate or other group, or through swap or hedging transactions or otherwise, any securities of the Company or any rights deemed from the underlying securities of the Company that would result in RC Ventures (together with its Affiliates and Associates) owning, controlling or otherwise having any beneficial ownership interest in or aggregate economic exposure of more than 10.0% of the outstanding shares of Common Stock, provided, however, that RC Ventures agrees that, immediately upon RC Ventures (together with its Affiliates and Associates) acquiring beneficial ownership, or becoming the beneficial owner, of 20.0% or more of the outstanding shares of Common Stock without prior Board approval, (A) RC Ventures (together with its Affiliates and Associates, as applicable) shall be considered an "interested stockholder" of the Company as defined in Delaware General Corporation Law § 203 ("DGCL 203") (but, for this purpose, replacing 15% in such definition with 20.0%) as if the 203 Approval referred to in Section 3 had not been granted and (B) the Company shall be subject to the restrictions on any business combination (as defined in DGCL 203) with RC Ventures (together with its Affiliates and Associates, as applicable) as an "interested stockholder" enumerated in DGCL 203, for a period of three years following such time RC Ventures (together with its Affiliates and Associates) owns 10.0% or more of the outstanding shares of Common Stock;

(ii) make, arrange in or in any way participate in any solicitation of proxies or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) of proxies or consents to vote (including, without limitation, any collection of consents that seeks to call a special meeting of stockholders), or seek to elect, except as or otherwise any person with respect to the voting of any securities of the Company or any securities convertible or exchangeable into or exercisable for any such securities for the election of individuals to the Board or to approve stockholder proposals, or become a "participant" in any collection, "solicitation" for the election or election with respect to the Company, in each case, with respect to securities of the Company;

(iii) form, join, or in any way knowingly participate or enter into any discussions or negotiations with any person not a party to this Agreement to participate in any "swap" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the shares of the Common Stock (other than a "swap" that includes all or some of the members of RC Ventures, but does not include any other persons that are not members of RC Ventures as of the date hereof), provided, however, that nothing herein shall limit the ability of an Affiliate of RC Ventures to join the "group" following the execution of this Agreement, as long as any such Affiliate agrees to be bound by the terms and conditions of this Agreement;

(iv) agree, attempt, seek or propose to deposit any shares of Common Stock in any voting trust or similar arrangement or subject any shares of Common Stock to any arrangement or agreement with respect to the voting of any shares of Common Stock (including for purposes any proxy, consent or other authority to vote), other than any such voting trust, arrangement or agreement solely among the members of RC Ventures and otherwise in accordance with this Agreement;

(v) seek or attempt, or knowingly encourage any person to seek or attempt, nomination(s) in furtherance of a "contested solicitation" for the appointment, election or removal of directors with respect to the Company or seek, or knowingly encourage or take any other action with respect to the appointment, election or removal of any directors (except as specifically permitted in Section 3), in each case in opposition to the recommendations of the Board; provided, however, that nothing in this Agreement shall prevent RC Ventures or its Affiliates or Associates from taking actions in furtherance of identifying director candidates in connection with the 2022 Annual Meeting as long as such actions do not create a public disclosure obligation for RC Ventures or the Company and are undertaken on a confidential basis;

(vi) (A) make any proposal for consideration by stockholders at any annual or special meeting of stockholders of the Company, (B) make any offer or proposal (with or without conditions) with respect to any merger, tender (or exchange) offer, acquisition, recapitalization, restructuring, disposition, business combination or other extraordinary transaction involving the Company, (C) solicit a third party to make an offer or proposal (with or without conditions) with respect to any merger, tender (or exchange) offer, acquisition, recapitalization, restructuring, disposition, other business combination or other extraordinary transaction involving the Company, or except as or otherwise initiate or support any third party in making such an offer or proposal, (D) publicly comment on any third party proposal regarding any merger, tender (or exchange) offer, acquisition, recapitalization, restructuring, disposition, business combination or other extraordinary transaction with respect to the Company by such third party, or (E) call, seek or request (publicly or otherwise) a special meeting of stockholders;

2. **Standstill Provisions**

(a) RC Ventures agrees that, from the date of this Agreement until the earlier of (x) the date that is thirty (30) calendar days prior to the deadline for the submission of director nominations by stockholders for the Company's 2022 annual meeting of stockholders pursuant to the By-Laws or (y) the date that is one hundred twenty (120) calendar days prior to the first anniversary of the 2021 Annual Meeting (the "**Standstill Period**"), RC Ventures shall not, and shall cause each of its Affiliates and Associates not to, in each case directly or indirectly, in any manner:

(i) acquire, seek or propose (publicly or otherwise) or agree to acquire, beneficial ownership, directly or indirectly and acting alone or in concert, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a partnership, limited partnership, syndicate or other group, or through any or holding transactions or otherwise, any securities of the Company or any right decoupled from the underlying securities of the Company that would result in RC Ventures (together with its Affiliates and Associates) owning, controlling or otherwise having any beneficial ownership interest in or aggregate economic exposure of more than 14.9% of the outstanding shares of Common Stock provided, however, that RC Ventures agrees that, immediately upon RC Ventures (together with its Affiliates and Associates) acquiring beneficial ownership or becoming the beneficial owner of 20.0% or more of the outstanding shares of Common Stock without prior Board approval, (A) RC Ventures (together with its Affiliates and Associates, as applicable) shall be considered an "interested stockholder" of the Company as defined in Delaware General Corporation Law § 203 ("DGCL 203") (but, for this purpose, replacing 15% in such definition with 20.0%) as if the 203 Approval referred to in Section 2 had not been granted and (B) the Company shall be subject to the restrictions on any business combination (as defined in DGCL 203) with RC Ventures (together with its Affiliates and Associates, as applicable) as an "interested stockholder" enumerated in DGCL 203 for a period of three years following such time RC Ventures (together with its Affiliates and Associates) came to beneficially own 20.0% or more of the outstanding shares of Common Stock.

