

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
of LONDON IMPACT VENTURES LLC**

This Limited Liability Company Operating Agreement ("Agreement") of London Impact Ventures LLC, a Delaware limited liability company (the "Fund") is entered into as of April 30, 2019 (the "Effective Date") by and among PetraTech LLC, a Delaware limited liability company, as Manager, Aventus Investments Ltd., a British Virgin Islands company, as Manager and all the parties who sign copies of this Agreement to become Members of the Fund and who are identified on Exhibit 1 attached hereto.

ARTICLE I

ORGANIZATION

Section 1.1 Name; Managers; Definitions.

- (a) The Fund shall do business under the name of "LONDON IMPACT VENTURES LLC"
- (b) The Managers may change the name of the Fund from time to time, promptly notifying the Members of any such change.
- (c) PetraTech LLC, a Delaware limited liability company and Aventus Investments Ltd., a British Virgin Islands company, shall act as the Managers of the Fund.
- (d) Defined terms are used herein with the meanings set forth in **Section 1.6.**

Section 1.2 Purpose. The purpose of the Fund is to accept Capital Commitments and make one or more Capital Calls on such Capital Commitments in order make an investment (the "Impossible Foods Inc. Investment") in Impossible Foods Inc. ("Impossible Foods").

Section 1.3 Principal Office; Registered Agent.

- (a) The principal office of the Fund shall be at Jockey's Fields, Atrium Court 15-17, London WC1R 4RQ, United Kingdom, or at any other location as the Managers may designate.
- (b) The registered agent for service of process shall be such entity, as is set forth in the Certificate of Formation, a copy of which is hereto as Exhibit 2.
- (c) The Managers may change the principal office and/or the registered agent of the Fund from time to time, promptly notifying the Members of any such change.

Section 1.4 Term. The term of the Fund shall continue until the Fund is dissolved and wound up as provided in **Section 5.1.**

Section 1.5 Members. The Members, in their capacity as such, shall have only the powers specifically enumerated in this Agreement and shall not have any control over the business or operations of the Fund, any power to bind the Fund, or any right to remove or replace the Managers.

Section 1.6 Definitions. For the purposes of this Agreement, the following terms — and, as appropriate, derivatives of such terms — shall have the meanings (and corresponding derivative meanings) set forth below, unless and only to the extent that the context otherwise requires:

"Accounting Date" shall mean: (a) the last day of a calendar month; (b) the day on which the Fund dissolves pursuant to **Article V**; (c) the day as of which the Fund's final liquidating Distribution is